



605-2000 Hannington Rd



Welcome to One Bear Mountain, a premier condominium complex in Langford, steps from the 18th hole of the Bear Mountain golf course. This stunning Garden Terrace Penthouse combines modern luxury with European elegance. The sleek kitchen features high-end stainless-steel appliances, quartz countertops, and Italian cabinetry. The living and dining area includes a cozy gas fireplace and opens to a spacious patio overlooking manicured gardens and a tranquil water feature. The primary suite offers a spa-like 5-piece ensuite and a walk-in closet. The second bedroom has its own 4-piece ensuite and walk-in closet. A versatile bonus room serves as a perfect home office or den. The complex offers top-tier amenities such as a swimming pool, fitness centre, bike storage, dog wash station, indoor parking, and lounge areas with stunning views. This is luxury living at its finest, surrounded by natural beauty. Property measurements based on strata plan; buyer to verify if deemed important to them.



Priced at
\$1,399,000

Area	Langford
Bedrooms	2
Bathrooms	3
Lot Size	
Floor Space	1705 Square Feet

Age	2024
Taxes	\$0 (2025)
MLS#	985651
Parking	

Paul Tedrick
Pemberton Holmes - Duncan



(250) 216-6020
paul@paultedrick.ca

23 Queens Road
Duncan, V9L 2W1

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- Bear Mountain Promotional

The information and documentation included in this package was gathered from assumed reliable sources, but should not be relied upon without further independent investigation and verification.



paultedrick.ca
paul@paultedrick.ca
250-216-6020



Property One Page Resi Client

605 - 2000 Hannington Rd Langford BC V9B 6R6

MLS® No: **985651** **\$1,399,000** **Active**



Welcome to One Bear Mountain, a premier condominium complex in Langford, steps from the 18th hole of the Bear Mountain golf course. This stunning Garden Terrace Penthouse combines modern luxury with European elegance. The sleek kitchen features high-end stainless-steel appliances, quartz countertops, and Italian cabinetry. The living and dining area includes a cozy gas fireplace and opens to a spacious patio overlooking manicured gardens and a tranquil water feature. The primary suite offers a spa-like 5-piece ensuite and a walk-in closet. The second bedroom has its own 4-piece ensuite and walk-in closet. A versatile bonus room serves as a perfect home office or den. The complex offers top-tier amenities such as a swimming pool, fitness centre, bike storage, dog wash station, indoor parking, and lounge areas with stunning views. This is luxury living at its finest, surrounded by natural beauty. Property measurements based on strata plan; buyer to verify if deemed important to them.

Room	Level	Dims/Pieces
Bathroom	Main	2-Piece
Bedroom	Main	9'11x16'2
Bedroom - Primary	Main	17'8x12'3
Den	Main	11'11x6'8
Dining Room	Main	9'3x15'11
Ensuite	Main	4-Piece
Ensuite	Main	5-Piece
Entrance	Main	5'6x8'7
Kitchen	Main	16'4x12'8
Laundry	Main	8'3x4'11
Living Room	Main	13'11x15'11
Patio (Unfin)	Main	37'6"x13'3"
Walk-in Closet	Main	4'10x14'5
Walk-in Closet	Main	6'5x9'9

MLS® No: **985651**

Status: **Active**

Area: **Langford**

List Price: **\$1,399,000**

Orig Price: **\$1,399,000**

Sub Area: **La Bear**

Mountain

Sold Price:

DOM: **0**

Sub Type: **Condo Apartment**

Pend Date:

Title: **Freehold/Strata**

Interior

Beds: 2 FinSqFt Total: 1,705 2pc Ensuites: 0 Layout: Condo Heating: Forced Air Intr Ftrs:	Baths: 3 UnFin SqFt: 0 3pc Ensuites: 0	Kitchens: 1 SqFt Total: 1,705 4+pc Ensuites: 2 Appl Incl: Dishwasher, F/S/W/D Cooling: Air Conditioning	Fireplaces: 1 Basement: No Beds or Dens: 3	Storeys: 18 Addl Accom: Laundry: In Unit
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Exterior/Building

Built (Est): 2024 Construction: Concrete, Insulation: Ceiling, Insulation: Walls Lgl NC Use: Exterior Ftrs:	Front Faces: Southwest Access: Road: Paved	Storeys: 18 Foundation: Poured Concrete	Bldg Warranty: Roof: Asphalt Torch On Bldg Style:
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Lot

Lot SqFt: 0 Park Type: Underground Carport Spcs: 0 Sewer: Sewer Connected Lot Ftrs: Landscaped, Near Golf Course, Quiet Area, Recreation Nearby	Lot Acres: 0.00 Park Spcs: 2 Garage Spcs: 0 Restrictions:	Dimensions: View: Mountain(s) Services:	Shape: Waterfront: Water: Municipal
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Legal/Public Records

Assessed: \$1,241,000 PID: 032-276-265 Plan Number:	Assess Yr: 2025 Roll No: 000000 Lot: Block:	Taxes: \$0 Zoning: RCBM2 District Lot:	Tax Year: 2025 Zone Desc: Residential Land District:
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Legal Description: **Strata Lot 40, Section 82, Highland District, Strata Plan EPS10329 together with an interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as shown on Form V**

Strata

Strata/Pad Fee: \$721 Complex: One Bear Mountain Balc SqFt: Park SqFt: Depr Rpt?: No Subdivision Name: One Bear Mountain Rent Allwd?: Some Rentals Yngst Age: 0 Pets Allwd: Aquariums, Birds, Cats, Dogs, Number Limit, Size Limit BBQs Allwd: Yes Smoking Byl: Yes Unit Incl: Balcony, Parking Stall, Separate Storage Assmt Incl: Concierge, Garbage Removal, Hot Water, Maintenance Grounds, Maintenance Structure, Recycling, Water Shrd Am: Bike Storage, Common Area, Elevator(s), Fitness Centre, Pool, Secured Entry	Strata/Pad Fee Year: 2024 Bldgs/Cmplx: 1 Patio SqFt: Park Incl: 0 Plan Type: Building Subject to Bylaws Subject to Bylaws Subject to Bylaws Subject to Bylaws Subject to Bylaws Subject to Bylaws	Prop Mgr: Str Lots/Cmplx: 209 LCP SqFt: Park Cmn Sp: 0 LvlS in Unit: 1	Mgr Phone: Str Lots/Bldg: 209 Stor SqFt: Park LCP Spc: 2 Unit's Level: Other Level
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TITLE SEARCH PRINT

2024-09-23, 15:40:59

File Reference:

Requestor: Paul Tedrick

Declared Value \$1539900

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District VICTORIA
Land Title Office VICTORIA

Title Number CB1604890
From Title Number CB1426279

Application Received 2024-09-19

Application Entered 2024-09-23

Registered Owner in Fee Simple
Registered Owner/Mailing Address:



Taxation Authority Langford, City of

Description of Land
Parcel Identifier: 032-276-265
Legal Description:
STRATA LOT 40 SECTION 82 HIGHLAND DISTRICT STRATA PLAN EPS10329
TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT
ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations
THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL
GOVERNMENT ACT, SEE CA5882597

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL
GOVERNMENT ACT, SEE CA9019036

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL
GOVERNMENT ACT, SEE CB130685

TITLE SEARCH PRINT

2024-09-23, 15:40:59
Requestor: Paul Tedrick

File Reference:

Declared Value \$1539900

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE ET137876

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE ET38059

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE ET91149

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE ET96734

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE EV151155

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE EV48928

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE EV85847

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE EV90987

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE EW40024

HERETO IS ANNEXED EASEMENT EX72380 OVER PART OF LOT A, PLAN VIP79028 SHOWN ON PLAN VIP79029
EASEMENT EX72380 APPLIES ONLY TO THAT PART WHICH WAS FORMERLY LOT 1, VIP75509 EXCEPT VIP76365, VIP79028 & VIP82848

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE FA108924

HERETO IS ANNEXED RESTRICTIVE COVENANT FB27405 OVER PART OF LOT A PLAN VIP82848 SHOWN ON PLAN VIP82849

HERETO IS ANNEXED EASEMENT FB27406 OVER PART OF LOT A, PLAN VIP82848 SHOWN ON PLAN VIP82849

TITLE SEARCH PRINT

2024-09-23, 15:40:59
Requestor: Paul Tedrick

File Reference:

Declared Value \$1539900

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE FB44283

Charges, Liens and Interests

Nature: COVENANT
Registration Number: ET65734
Registration Date and Time: 2002-06-12 14:58
Registered Owner: DISTRICT OF LANGFORD
Remarks: INTER ALIA
MODIFIED BY EW5425;

Nature: COVENANT
Registration Number: EV147574
Registration Date and Time: 2003-12-04 14:49
Registered Owner: DISTRICT OF LANGFORD
Remarks: INTER ALIA
MODIFIED BY CA9355770

Nature: RENT CHARGE
Registration Number: EV147575
Registration Date and Time: 2003-12-04 14:49
Registered Owner: DISTRICT OF LANGFORD
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: EW5425
Registration Date and Time: 2004-01-16 09:11
Remarks: INTER ALIA
MODIFICATION OF ET65734

Nature: COVENANT
Registration Number: FB231109
Registration Date and Time: 2008-11-20 10:17
Registered Owner: CITY OF LANGFORD
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CA5805232
Registration Date and Time: 2017-02-03 14:45
Registered Owner: CITY OF LANGFORD
Remarks: INTER ALIA

TITLE SEARCH PRINT

2024-09-23, 15:40:59
Requestor: Paul Tedrick

File Reference:

Declared Value \$1539900

Nature: MODIFICATION
Registration Number: CA9355770
Registration Date and Time: 2021-09-14 09:26
Remarks: INTER ALIA
MODIFICATION OF EV147574

Nature: MORTGAGE
Registration Number: CA9552884
Registration Date and Time: 2021-12-02 11:33
Registered Owner: HALMONT PROPERTIES CORPORATION
Remarks: INTER ALIA
MODIFIED BY CB63507

Nature: ASSIGNMENT OF RENTS
Registration Number: CA9552885
Registration Date and Time: 2021-12-02 11:33
Registered Owner: HALMONT PROPERTIES CORPORATION
Remarks: INTER ALIA
MODIFIED BY CB63508

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA9711230
Registration Date and Time: 2022-02-11 11:24
Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.
INCORPORATION NO. BC0746680
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CA9711231
Registration Date and Time: 2022-02-11 11:24
Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.
INCORPORATION NO. BC0746680
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA9711232
Registration Date and Time: 2022-02-11 11:24
Remarks: INTER ALIA
GRANTING CA9711230 PRIORITY OVER CA9552884 AND
CA9552885

TITLE SEARCH PRINT

2024-09-23, 15:40:59
Requestor: Paul Tedrick

File Reference:

Declared Value \$1539900

Nature: PRIORITY AGREEMENT
Registration Number: CA9711233
Registration Date and Time: 2022-02-11 11:24
Remarks: INTER ALIA
GRANTING CA9711231 PRIORITY OVER CA9552884 AND
CA9552885

Nature: MODIFICATION
Registration Number: CB63507
Registration Date and Time: 2022-07-07 11:41
Remarks: INTER ALIA
MODIFICATION OF CA9552884

Nature: MODIFICATION
Registration Number: CB63508
Registration Date and Time: 2022-07-07 11:41
Remarks: INTER ALIA
MODIFICATION OF CA9552885

Nature: MORTGAGE
Registration Number: CB311697
Registration Date and Time: 2022-10-31 15:40
Registered Owner: ROYAL BANK OF CANADA
Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS
Registration Number: CB311698
Registration Date and Time: 2022-10-31 15:40
Registered Owner: ROYAL BANK OF CANADA
Remarks: INTER ALIA

Nature: MORTGAGE
Registration Number: CB314432
Registration Date and Time: 2022-11-01 15:13
Registered Owner: TRAVELERS INSURANCE COMPANY OF CANADA
INCORPORATION NO. A0064831
Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS
Registration Number: CB314433
Registration Date and Time: 2022-11-01 15:13
Registered Owner: TRAVELERS INSURANCE COMPANY OF CANADA
INCORPORATION NO. A0064831
Remarks: INTER ALIA

TITLE SEARCH PRINT

2024-09-23, 15:40:59

File Reference:

Requestor: Paul Tedrick

Declared Value \$1539900

Nature: PRIORITY AGREEMENT
Registration Number: CB314496
Registration Date and Time: 2022-11-01 15:37
Remarks: INTER ALIA
GRANTING CB311697 PRIORITY OVER CA9552884 AND CA9552885

Nature: PRIORITY AGREEMENT
Registration Number: CB314497
Registration Date and Time: 2022-11-01 15:37
Remarks: INTER ALIA
GRANTING CB311698 PRIORITY OVER CA9552884 AND CA9552885

Nature: PRIORITY AGREEMENT
Registration Number: CB314521
Registration Date and Time: 2022-11-01 15:42
Remarks: INTER ALIA
GRANTING CB314432 PRIORITY OVER CA9552884

Nature: PRIORITY AGREEMENT
Registration Number: CB314522
Registration Date and Time: 2022-11-01 15:42
Remarks: INTER ALIA
GRANTING CB314433 PRIORITY OVER CA9552884

Nature: PRIORITY AGREEMENT
Registration Number: CB314638
Registration Date and Time: 2022-11-01 16:15
Remarks: INTER ALIA
GRANTING CB311698 PRIORITY OVER CB314432 AND CB314433

Nature: PRIORITY AGREEMENT
Registration Number: CB314639
Registration Date and Time: 2022-11-01 16:15
Remarks: INTER ALIA
GRANTING CB311697 PRIORITY OVER CB314432 AND CB314433

Nature: STATUTORY RIGHT OF WAY
Registration Number: CB416039
Registration Date and Time: 2023-01-05 10:56
Registered Owner: FORTISBC ENERGY INC.
INCORPORATION NO. BC1023718
Remarks: INTER ALIA

TITLE SEARCH PRINT

2024-09-23, 15:40:59

File Reference:

Requestor: Paul Tedrick

Declared Value \$1539900

Nature: PRIORITY AGREEMENT
Registration Number: CB441136
Registration Date and Time: 2023-01-23 10:07
Remarks: INTER ALIA
GRANTING CB314432 PRIORITY OVER CA9552885, CB63507
AND CB63508

Nature: PRIORITY AGREEMENT
Registration Number: CB441137
Registration Date and Time: 2023-01-23 10:07
Remarks: INTER ALIA
GRANTING CB314433 PRIORITY OVER CA9552885, CB63507
AND CB63508

Nature: STATUTORY RIGHT OF WAY
Registration Number: CB745811
Registration Date and Time: 2023-07-11 09:45
Registered Owner: SHAW CABLESYSTEMS LIMITED
INCORPORATION NO. A0111495
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CB804408
Registration Date and Time: 2023-08-03 08:48
Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CB804409
Registration Date and Time: 2023-08-03 08:48
Registered Owner: TELUS COMMUNICATIONS INC.
INCORPORATION NO. BC1101218
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CB804410
Registration Date and Time: 2023-08-03 08:48
Remarks: INTER ALIA
GRANTING CB804408 PRIORITY OVER CA9552884,
CA9552885, CB63507 AND CB63508

TITLE SEARCH PRINT

2024-09-23, 15:40:59

File Reference:

Requestor: Paul Tedrick

Declared Value \$1539900

Nature: PRIORITY AGREEMENT
 Registration Number: CB804411
 Registration Date and Time: 2023-08-03 08:48
 Remarks: INTER ALIA
 GRANTING CB804409 PRIORITY OVER CA9552884,
 CA9552885, CB63507 AND CB63508

Nature: PRIORITY AGREEMENT
 Registration Number: JA3035
 Registration Date and Time: 2023-08-14 10:44
 Remarks: INTER ALIA
 GRANTING CB745811 PRIORITY OVER CA9552884,
 CA9552885, CB63507, CB63508, CB311697, CB311698,
 CB314432 AND CB314433

Nature: STATUTORY RIGHT OF WAY
 Registration Number: CB1301211
 Registration Date and Time: 2024-05-07 10:26
 Registered Owner: CAPITAL REGIONAL DISTRICT
 Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
 Registration Number: CB1301212
 Registration Date and Time: 2024-05-07 10:26
 Remarks: INTER ALIA
 GRANTING CB1301211 PRIORITY OVER CA9552884,
 CA9552885, CB63507 AND CB63508

Nature: PRIORITY AGREEMENT
 Registration Number: CB1301213
 Registration Date and Time: 2024-05-07 10:26
 Remarks: INTER ALIA
 GRANTING CB1301211 PRIORITY OVER CB311697 AND
 CB311698

Nature: PRIORITY AGREEMENT
 Registration Number: CB1301214
 Registration Date and Time: 2024-05-07 10:26
 Remarks: INTER ALIA
 GRANTING CB1301211 PRIORITY OVER CB314432 AND
 CB314433

Duplicate Infeasible Title NONE OUTSTANDING

Transfers NONE

TITLE SEARCH PRINT

File Reference:

Declared Value \$1539900

2024-09-23, 15:40:59

Requestor: Paul Tedrick

Pending Applications

NONE

COMMON PROPERTY SEARCH PRINT

2024-09-23, 15:40:59
Requestor: Paul Tedrick

File Reference:

Land Title District VICTORIA
Land Title Office VICTORIA

Common Property Strata Plan EPS10329

Transfers NONE

Legal Notations

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL GOVERNMENT ACT, SEE CA5882597

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL GOVERNMENT ACT, SEE CA9019036

HERETO IS ANNEXED RESTRICTIVE COVENANT FB27405 OVER PART OF LOT A PLAN VIP82848 SHOWN ON PLAN VIP82849 AS TO PART FORMERLY LOT 1 PLAN VIP82851

HERETO IS ANNEXED EASEMENT FB27406 OVER PART OF LOT A, PLAN VIP82848 SHOWN ON PLAN VIP82849 AS TO PART FORMERLY LOT 1 PLAN VIP82851

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL GOVERNMENT ACT, SEE CB130685

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE ET137876

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE ET38059

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE ET91149

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE ET96734

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE EV151155

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE EV48928

COMMON PROPERTY SEARCH PRINT

2024-09-23, 15:40:59

File Reference:

Requestor: Paul Tedrick

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE EV85847

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE EV90987

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE EW40024

HERETO IS ANNEXED EASEMENT EX72380 OVER PART OF LOT A, PLAN VIP79028 SHOWN ON PLAN VIP79029
EASEMENT EX72380 APPLIES ONLY TO THAT PART WHICH WAS FORMERLY LOT 1, VIP75509 EXCEPT VIP76365, VIP79028 & VIP82848

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE FA108924

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE FB44283

Charges, Liens and Interests

Nature:	COVENANT
Registration Number:	ET65734
Registration Date and Time:	2002-06-12 14:58
Registered Owner:	DISTRICT OF LANGFORD
Remarks:	INTER ALIA MODIFIED BY EW5425; PART FORMERLY LOT 9, VIP76197 EXCEPT VIP82848, VIP82909 & VIP82851

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	EV78530
Registration Date and Time:	2003-07-17 14:43
Registered Owner:	DISTRICT OF LANGFORD
Remarks:	INTER ALIA PART FORMERLY LOT 1, VIP75509 EXCEPT VIP76365, VIP79028 AND VIP82848;

Nature:	COVENANT
Registration Number:	EV147574
Registration Date and Time:	2003-12-04 14:49
Registered Owner:	DISTRICT OF LANGFORD
Remarks:	INTER ALIA PART FORMERLY LOT 9, VIP76197 EXCEPT VIP82848 AND VIP82909; MODIFIED BY CA9355770

COMMON PROPERTY SEARCH PRINT

2024-09-23, 15:40:59

File Reference:

Requestor: Paul Tedrick

Nature: RENT CHARGE
Registration Number: EV147575
Registration Date and Time: 2003-12-04 14:49
Registered Owner: DISTRICT OF LANGFORD
Remarks: INTER ALIA
PART FORMERLY LOT 9, VIP76197 EXCEPT VIP82848
AND VIP82909;

Nature: COVENANT
Registration Number: EW5425
Registration Date and Time: 2004-01-16 09:11
Remarks: INTER ALIA
MODIFICATION OF ET65734

Nature: COVENANT
Registration Number: EW5436
Registration Date and Time: 2004-01-16 09:14
Registered Owner: CITY OF LANGFORD
Remarks: INTER ALIA
PART FORMERLY LOT 1, VIP75509 EXCEPT VIP76365,
VIP79028 AND VIP82848;

Nature: STATUTORY RIGHT OF WAY
Registration Number: EW5465
Registration Date and Time: 2004-01-16 09:18
Registered Owner: CITY OF LANGFORD
Remarks: INTER ALIA
PART FORMERLY LOT 1, VIP75509 EXCEPT VIP76365,
VIP79028 AND VIP82848;

Nature: STATUTORY RIGHT OF WAY
Registration Number: EW106877
Registration Date and Time: 2004-08-11 09:58
Registered Owner: CITY OF LANGFORD
Remarks: PART IN PLAN VIP77405

Nature: COVENANT
Registration Number: EX93625
Registration Date and Time: 2005-07-28 15:01
Registered Owner: CITY OF LANGFORD
Remarks: INTER ALIA
PART FORMERLY LOT 1, VIP75509 EXCEPT VIP76365,
VIP79028 AND VIP82848;
MODIFIED AND EXTENDED BY CA5974571
MODIFIED AND EXTENDED BY CA5974580
MODIFIED AND EXTENDED BY CA5974590

COMMON PROPERTY SEARCH PRINT

2024-09-23, 15:40:59

File Reference:

Requestor: Paul Tedrick

Nature: COVENANT
Registration Number: FA124596
Registration Date and Time: 2006-10-16 14:44
Registered Owner: CITY OF LANGFORD
Remarks: INTER ALIA
PART FORMERLY LOT 1, VIP75509 EXCEPT VIP76365,
VIP79028 AND VIP82848;
MODIFIED AND EXTENDED BY CA5974572
MODIFIED AND EXTENDED BY CA5974581
MODIFIED AND EXTENDED BY CA5974591

Nature: EXCEPTIONS AND RESERVATIONS
Registration Number: FB27414
Registration Date and Time: 2007-03-23 11:14
Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA
Remarks: SECTION 35(7), COMMUNITY CHARTER
PART FORMERLY CLOSED ROAD, VIP82850

Nature: STATUTORY RIGHT OF WAY
Registration Number: FB27418
Registration Date and Time: 2007-03-23 11:16
Registered Owner: CITY OF LANGFORD
Remarks: INTER ALIA
PART IN PLAN VIP82852;

Nature: STATUTORY RIGHT OF WAY
Registration Number: FB231105
Registration Date and Time: 2008-11-20 10:16
Registered Owner: CITY OF LANGFORD
Remarks: PART AS SHOWN ON PLAN VIP85968

Nature: STATUTORY RIGHT OF WAY
Registration Number: FB231107
Registration Date and Time: 2008-11-20 10:17
Registered Owner: CITY OF LANGFORD
Remarks: PART AS SHOWN ON PLAN VIP85967

Nature: COVENANT
Registration Number: FB231109
Registration Date and Time: 2008-11-20 10:17
Registered Owner: CITY OF LANGFORD
Remarks: INTER ALIA
AS TO PART FORMERLY LOT 1 PLAN VIP82851

COMMON PROPERTY SEARCH PRINT

2024-09-23, 15:40:59
Requestor: Paul Tedrick

File Reference:

Nature: COVENANT
Registration Number: CA5805232
Registration Date and Time: 2017-02-03 14:45
Registered Owner: CITY OF LANGFORD
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA9320361
Registration Date and Time: 2021-08-30 19:03
Registered Owner: CITY OF LANGFORD
Remarks: PART IN PLAN EPP113928

Nature: MODIFICATION
Registration Number: CA9355770
Registration Date and Time: 2021-09-14 09:26
Remarks: INTER ALIA
MODIFICATION OF EV147574

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA9711230
Registration Date and Time: 2022-02-11 11:24
Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.
INCORPORATION NO. BC0746680
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CA9711231
Registration Date and Time: 2022-02-11 11:24
Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.
INCORPORATION NO. BC0746680
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CB416039
Registration Date and Time: 2023-01-05 10:56
Registered Owner: FORTISBC ENERGY INC.
INCORPORATION NO. BC1023718
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CB745811
Registration Date and Time: 2023-07-11 09:45
Registered Owner: SHAW CABLESYSTEMS LIMITED
INCORPORATION NO. A0111495
Remarks: INTER ALIA

COMMON PROPERTY SEARCH PRINT

2024-09-23, 15:40:59

File Reference:

Requestor: Paul Tedrick

Nature: STATUTORY RIGHT OF WAY
Registration Number: CB804408
Registration Date and Time: 2023-08-03 08:48
Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CB804409
Registration Date and Time: 2023-08-03 08:48
Registered Owner: TELUS COMMUNICATIONS INC.
INCORPORATION NO. BC1101218
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CB1301211
Registration Date and Time: 2024-05-07 10:26
Registered Owner: CAPITAL REGIONAL DISTRICT
Remarks: INTER ALIA

Nature: EASEMENT
Registration Number: CB1429239
Registration Date and Time: 2024-07-08 15:42
Remarks: PART SHOWN AS ACCESS ON PLAN EPP138396 AND PARTS
SHOWN AS AREAS 1 AND 2 ON PLAN EPP138397;
APPURTENANT TO STRATA LOTS 1 TO 31 AND THE COMMON
PROPERTY OF STRATA PLAN VIS6714

Miscellaneous Notes: NONE

PARCEL INFORMATION & MISCELLANEOUS NOTES PRINT

2024-09-23, 15:40:59

File Reference:

Requestor: Paul Tedrick

PARCEL IDENTIFIER (PID): 032-276-265

SHORT LEGAL DESCRIPTION:S/EPS10329/////40

MARG:

TAXATION AUTHORITY:

1 Langford, City of

FULL LEGAL DESCRIPTION: CURRENT

STRATA LOT 40 SECTION 82 HIGHLAND DISTRICT STRATA PLAN EPS10329

TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT

ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

MISCELLANEOUS NOTES:

ASSOCIATED PLAN NUMBERS:

STRATA PLAN EPS10329

EASEMENT PLAN EPP138396

EASEMENT PLAN EPP138397

AFB/IFB: MN: N PE: 0 SL: 1 TI: 1

INFORMATION ABOUT THE PROPERTY DISCLOSURE STATEMENT **STRATA TITLE PROPERTIES (NON-BARE LAND STRATAS)**

THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE PROPERTY DISCLOSURE STATEMENT.

EFFECT OF THE PROPERTY DISCLOSURE STATEMENT

The Property Disclosure Statement will not form part of the Contract of Purchase and Sale unless so agreed by the buyer and the Seller. This can be accomplished by inserting the following wording in the Contract of Purchase and Sale:

“The attached Property Disclosure Statement dated (date)
is incorporated into and forms part of this contract.”

ANSWERS MUST BE COMPLETE AND ACCURATE

The Property Disclosure Statement is designed, in part, to protect the seller by establishing that all relevant information concerning the property has been provided to the buyer. It is important that the seller not answer “do not know” or “does not apply” if, in fact, the seller knows the answer. An answer must provide all relevant information known to the seller. In deciding what requires disclosure, the seller should consider whether the seller would want the information if the seller was a potential buyer of the Unit.

BUYER MUST STILL MAKE THE BUYER'S OWN INQUIRIES

The buyer must still make the buyer's own inquiries after receiving the Property Disclosure Statement. Each question and answer must be considered, keeping in mind that the seller's knowledge of the Unit and the Development may be incomplete. Additional information can be requested from the seller or from an independent source such as the Municipality or Regional District. The buyer can hire an independent, licensed inspector or other professional to examine the Unit or the Development and/or improvements to determine whether defects exist and to provide an estimate of the cost of repairing problems that have been identified on the Property Disclosure Statement or on an inspection report.

SIX IMPORTANT CONSIDERATIONS

1. The seller is legally responsible for the accuracy of the information which appears on the Property Disclosure Statement. Not only must the answers be correct, but they must be complete. The buyer will rely on this information when the buyer contracts to purchase the property. Even if the Property Disclosure Statement is not incorporated into the Contract of Purchase and Sale, the seller will still be responsible for the accuracy of the information on the Property Disclosure Statement if it caused the buyer to agree to buy the Unit.
2. The buyer must still make the buyer's own inquiries concerning the Unit in addition to reviewing a Property Disclosure Statement, recognizing that, in some cases, it may not be possible to claim against the seller, if the seller cannot be found or is insolvent.
3. Anyone who is assisting the seller to complete a Property Disclosure Statement should take care to see that the seller understands each question and that the seller's answer is complete. It is recommended that the seller complete the Property Disclosure Statement in the seller's own writing to avoid any misunderstanding.
4. If any party to the transaction does not understand the English language, consider obtaining competent translation assistance to avoid any misunderstanding.
5. The buyer should personally inspect both the parking space(s) and storage locker(s) assigned to the Unit.
6. “Unit” is defined as the living space, including limited common property, being purchased. “Common Property” includes buildings or spaces accessible to all owners. “Lands” is defined as the land upon which the Unit, all other strata lots and Common Property are constructed. “Development” is defined as the Lands, the Unit and all other strata lots and Common Property.



PROPERTY DISCLOSURE STATEMENT STRATA TITLE PROPERTIES (NON-BARE LAND STRATAS)



Date of disclosure: 09/26/24

The following is a statement made by the Seller concerning the property or strata unit located at:

ADDRESS/STRATA UNIT #: 605 2000 Hannington Rd Langford V9B 6R6 (the "Unit")

THE PROPERTY CONTAINS THE FOLLOWING BUILDINGS:				
_____ Principal Residence _____ Residence(s) _____ Barn(s) _____ Shed(s) _____ Other Building(s) Please describe _____				
THE SELLER IS RESPONSIBLE for the accuracy of the answers on this Property Disclosure Statement and where uncertain should reply "Do Not Know." This Property Disclosure Statement constitutes a representation under any Contract of Purchase and Sale if so agreed, in writing, by the seller and the buyer. "Unit" is defined as the living space, including related limited common property, being purchased. "Common Property" includes buildings or spaces accessible to all owners. "Lands" is defined as the land upon which the Unit, all other strata lots and Common Property are constructed. "Development" is defined as the Lands, the Unit and all other strata lots and Common Property.		THE SELLER SHOULD INITIAL THE APPROPRIATE REPLIES.		
	YES	NO	DO NOT KNOW	DOES NOT APPLY

1. LAND

A. Are you aware of any past or present underground oil storage tank(s) in or on the Development?				
B. Are you aware of any existing tenancies, written or oral?				
C. Are you aware of any current or pending local improvement levies/charges?				
D. Are you aware of any pending litigation or claim affecting the Development or the Unit from any person or public body?				

2. SERVICES

A. Please indicate the water system(s) the Development uses: <input type="checkbox"/> A water provider supplies my water (e.g., local government, private utility) <input type="checkbox"/> I have a private groundwater system (e.g., well) <input type="checkbox"/> Water is diverted from a surface water source (e.g., creek or lake) <input type="checkbox"/> Not connected Other _____				
B. If you indicated in 2.A. that the Development has a private groundwater or private surface water system, you may require a water licence issued by the provincial government.				
(i) Do you have a water licence for the Development already?				
(ii) Have you applied for a water licence and are awaiting response?				

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BUYER'S INITIALS

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SELLER'S INITIALS

DATE OF DISCLOSURE

ADDRESS/STRATA UNIT #: 605 2000 Hannington Rd Langford V9B 6R6

2. SERVICES (continued)	YES	NO	DO NOT KNOW	DOES NOT APPLY
C. Are you aware of any problems with the water system?				
D. Are you aware of any problems with the sanitary sewer system?				

3. BUILDING Respecting the Unit and Common Property

A. Has a final building inspection been approved or a final occupancy permit been obtained?				
B. Has the fireplace, fireplace insert, or wood stove installation been approved: (i) <input type="checkbox"/> by local authorities? (ii) <input type="checkbox"/> by a WETT certified inspector?				
C. (i) Is this Unit occupied, or has this Unit been previously occupied?				
(ii) Are you the "owner developer" as defined in the <i>Strata Property Act</i> ?				
D. Does the Unit have any equipment leases or service contracts: e.g., security systems, water purification, etc.?				
E. Are you aware of any additions or alterations made without a required permit: e.g., building, electrical, gas, etc.?				
F. Are you aware of any structural problems with any of the buildings in the Development?				
G. Are you aware of any problems with the heating and/or central air conditioning system?				
H. Are you aware of any damage due to wind, fire or water?				
I. Are you aware of any infestation or unrepaired damage by insects, rodents or bats?				
J. Are you aware of any leakage or unrepaired damage?				
K. Are you aware of any problems with the electrical or gas system?				
L. Are you aware of any problems with the plumbing system?				
M. Are you aware of any pet restrictions?				
N. Are you aware of any rental restrictions?				
O. Are you aware of any age restrictions?				
P. Are you aware of any other restrictions? If so, provide details on page 6, Section 5. ADDITIONAL COMMENTS AND/OR EXPLANATIONS				

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BUYER'S INITIALS

		
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SELLER'S INITIALS

DATE OF DISCLOSURE

ADDRESS/STRATA UNIT #: 605 2000 Hannington Rd Langford V9B 6R6

3. BUILDING Respecting the Unit and Common Property (continued)					YES	NO	CAN BE OBTAINED FROM:			
DD. Are the following documents available?										
Bylaws										
Rules/Regulations										
Year-to-date Financial Statements										
Current Year's Operating Budget										
All Minutes of Last 24 Months Including Council, Special and AGM Minutes										
Engineer's Report and/or Building Envelope Assessment										
Strata Plan										
Depreciation Report										
Reserve Fund Study										
Summary of Insurance Coverages (including premium)										
EE. What is the monthly strata fee? \$ _____										
Does this monthly fee include:	YES	NO	DO NOT KNOW	DOES NOT APPLY		YES	NO	DO NOT KNOW	DOES NOT APPLY	
Management?					Recreation?					
Heat?					Cable?					
Hot Water?					Gardening?					
Gas Fireplace?					Caretaker?					
Garbage?					Water?					
Sewer?					Other?					
FF. (i) Number of Unit parking stalls included _____ and specific numbers _____										
(ii) Are these: <input type="checkbox"/> (a) Limited Common Property? <input type="checkbox"/> (b) Common Property? <input type="checkbox"/> (c) Rented?										
<input type="checkbox"/> (d) Long Term Lease? <input type="checkbox"/> (e) Other?										
GG. (i) Storage Locker? <input type="checkbox"/> Yes <input type="checkbox"/> No Number(s) _____										
(ii) Are these: <input type="checkbox"/> (a) Limited Common Property? <input type="checkbox"/> (b) Common Property? <input type="checkbox"/> (c) Rented?										
<input type="checkbox"/> (d) Long Term Lease? <input type="checkbox"/> (e) Other?										

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BUYER'S INITIALS

WMF	EMS	
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SELLER'S INITIALS

DATE OF DISCLOSURE

ADDRESS/STRATA UNIT #: 605 2000 Hannington Rd Langford V9B 6R6

3. BUILDING Respecting the Unit and Common Property (continued)	YES	NO	DO NOT KNOW	DOES NOT APPLY
HH. To the best of your knowledge, has the Unit been tested for radon? (i) If yes, was the most recent test: <input type="checkbox"/> short term or <input type="checkbox"/> long term (more than 90 days) Level: _____ <input type="checkbox"/> bq/m3 <input type="checkbox"/> pCi/L on _____ date of test (DD/MM/YYYY)				
II. Is there a radon mitigation system in the Unit?				
(i) If yes, are you aware of any problems or deficiencies with the radon mitigation system in the Unit?				
JJ. To the best of your knowledge, has the Common Property been tested for radon? (i) If yes, was the most recent test: <input type="checkbox"/> short term or <input type="checkbox"/> long term (more than 90 days) Level: _____ <input type="checkbox"/> bq/m3 <input type="checkbox"/> pCi/L on _____ date of test (DD/MM/YYYY)				
KK. Is there a radon mitigation system for the Common Property?				
(i) If yes, are you aware of any problems or deficiencies with the radon mitigation system for the Common Property?				

4. GENERAL

A. Are you aware if the Unit, or any other unit, or the Development has been used to grow cannabis (other than as permitted by law) or to manufacture illegal substances?				
B. Are you aware of any latent defect in respect of the Development? <i>For the purposes of this question, "latent defect" means a defect that cannot be discerned through a reasonable inspection of the Development that renders the Development: (a) dangerous or potentially dangerous to occupants; or (b) unfit for habitation.</i>				
C. Are you aware of any existing or proposed heritage restrictions affecting the Development (including the Development being designated as a "heritage site" or as having "heritage value" under the <i>Heritage Conservation Act</i> or municipal legislation)?				
D. Are you aware of any existing or proposed archaeological restrictions affecting the Development (including the Development being designated as an archaeological site or as having archaeological value under applicable law)?				

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BUYER'S INITIALS

		
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SELLER'S INITIALS

DATE OF DISCLOSURE

ADDRESS: 605 2000 Hannington Rd Langford V9B 6R6


5. ADDITIONAL COMMENTS AND/OR EXPLANATIONS (Use additional pages if necessary)

[REDACTED]

The Seller states that the information provided is true, based on the Seller's current actual knowledge as of the date on page 1. Any important changes to this information made known to the Seller will be disclosed by the Seller to the Buyer prior to closing. The Seller acknowledges and agrees that a copy of this Property Disclosure Statement may be given to a prospective Buyer.

PLEASE READ THE INFORMATION PAGE BEFORE SIGNING.

 *William Morris Fischbach* 09/26/24
SELLER(S) William Morris Fischbach

 *Eleanor Marie Sisson* 09/26/24
SELLER(S) Eleanor Marie Sisson

SELLER(S)

The Buyer acknowledges that the Buyer has received, read and understood a signed copy of this Property Disclosure Statement from the Seller or the Seller's brokerage on the _____ day of _____ yr _____.

The prudent Buyer will use this Property Disclosure Statement as the starting point for the Buyer's own inquiries.

The Buyer is urged to carefully inspect the Development and, if desired, to have the Development inspected by a licensed inspection service of the Buyer's choice.

The Buyer acknowledges that all measurements are approximate. The Buyer should obtain a strata plan drawing from the Land Title Office or retain a professional home measuring service if the Buyer is concerned about the size.

BUYER(S)

BUYER(S)

BUYER(S)

The Seller and the Buyer understand that neither the Listing nor Selling Brokerages or their Managing Brokers, Associate Brokers or Representatives warrant or guarantee the information provided about the strata Unit or the Development.

*PREC represents Personal Real Estate Corporation

Trademarks are owned or controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTOR®) and/or the quality of services they provide (MLS®).

FLOOR PLAN PREPARED
FOR EXCLUSIVE USE OF
PAUL TEDRICK

Main Floor

Finished = 1665
(Ceiling Height 8' 11")

Patio = 495

Total = 2160



**PEMBERTON
HOLMES**
EST. 1887
REAL ESTATE

All measurements are approximate and
should be verified by the Buyer if important



605 - 2000 Hannington Rd

Total Finished Area : 1665 Sq Ft

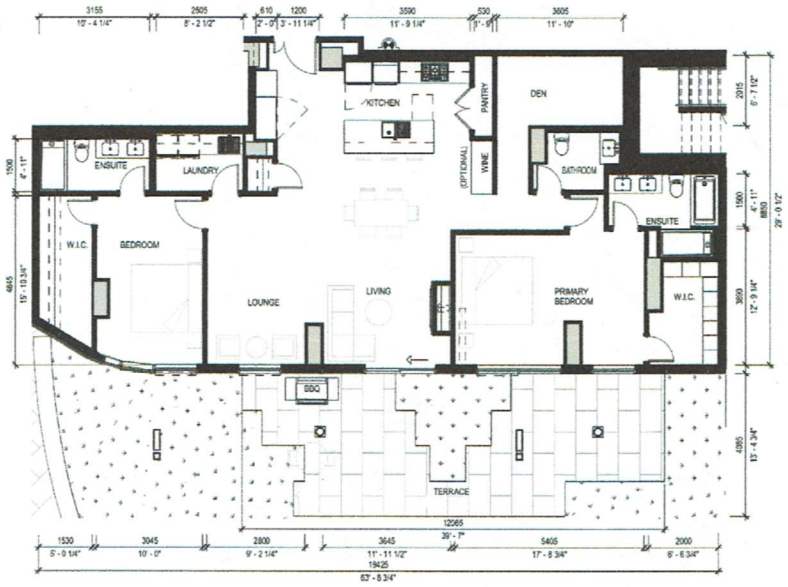
GO4
VIRTUAL.COM
REAL ESTATE PHOTOGRAPHY

GARDEN TERRACE PENTHOUSE

2 BEDROOM (LARGE)

+ DEN

PLAN C



	Sq. Ft.	m ²
Interior	1,701	158
Exterior	527	49
Total Living	2,228	207

UNITS:

3 OTHER 2 BEDROOM (LARGE) + DEN PENTHOUSE PLANS (1,539 TO 1,798 SQ. FT.)

ACDF

zeidler
ARCHITECTURE

Section 6.95A – Resort Community of Bear Mountain 2 Zone (RCBM2)

(Replaced by Bylaw No. 1662)

The intent of the RCBM2 Zone is to accommodate residential, commercial and very light resort related industry.

6.95A.01 Permitted Uses

The following **uses** and no others are permitted in the RCBM2 Zone:

- (1) Within that portion of the lands identified as “Area 1” on the RCBM2 Zone Map attached as Schedule “O-2”:

General Uses

- (a) **Accessory buildings and structures**, subject to Section 3.05;
- (b) **Parking facility**;
- (c) Rental and repair of goods, sport and recreational equipment, tools and small equipment relating directly to any other permitted use in this Zone, including but without limiting the generality of the foregoing: bicycles, scooters, golf equipment, tennis racquets and climbing gear, but specifically excluding the repair or maintenance of anything that utilizes an internal combustion engine, other than a golf cart or **golf course** maintenance equipment;
- (d) **Transportation terminal**;
- (e) **Uses accessory** to a **principal use** permitted in this Article;
- (f) **Uses** permitted in Section 3.01 of this Bylaw;

Residential Uses

- (g) **Apartment**;
- (h) **Apartment, senior citizens**;
- (i) **Assisted living** ;
- (j) **Dwelling, one-family**;
- (k) **Dwelling, two-family**, subject to Section 3.07;
- (l) **Home occupation**, subject to Section 3.09;
- (m) **Secondary suite** in a **one-family dwelling**, subject to Section 3.08; *(Bylaw No. 2183)*
- (n) **Townhouse**;

Resort Commercial and Retail Uses

- (o) **Catering**;
- (p) **Financial institution**;
- (q) **Hotel**;
- (r) **Licensed premises**;

- (s) **Medical Clinics** and accessory related commercials uses;
- (t) **Office**;
- (u) **Personal service establishment**;
- (v) **Residential hotel**;
- (w) **Restaurant**;
- (x) **Retail store**;

Business and Technology Uses

- (x) **Business support service**;
- (y) **Electronics sales, service and manufacturing**;
- (z) **Film production studio**;
- (aa) **Industrial use, light**;
- (bb) **Mini-storage facility**, in any **building** occupied by another permitted **principal use**, and not accounting for more than 25% of the **gross floor area** of any **building**;
- (cc) **Research and development facility**;

Educational, Cultural, Recreational and Institutional Uses

- (dd) **Charitable facility**;
- (ee) **Community care facility**;
- (ff) **Community garden**;
- (gg) **Cultural facility**;
- (hh) **Dormitory**, as an **accessory use** to a **school** or institutional **use**;
- (ii) **Golf course**;
- (jj) **Golf course, miniature**;
- (kk) **Golf driving range**;
- (ll) **Greenhouse**, as an **accessory buildings**;
- (mm) **Group daycare**, subject to Subsection 3.26.02;
- (nn) Outdoor gardening and bee-keeping as **accessory uses**, subject to Section 3.12;
- (oo) **Place of worship**;
- (pp) **Recreation facility, indoor**;
- (qq) **Recreation facility, outdoor**;
- (rr) **School**;
- (ss) **Training and education facility**;

- (2) Within that portion of the lands identified as “Area 2” on the CD6A Zone Map attached as Schedule “O-2”:

General and Residential Uses

- (a) **Accessory buildings and structures;**
- (b) **Apartment;**
- (c) **Apartment, senior citizens;**
- (d) **Dwelling, one-family;**
- (e) **Dwelling, two-family,** subject to Section 3.07;
- (f) **Home occupation,** subject to Section 3.09;
- (g) **Secondary suite** in a **one-family dwelling,** subject to Section 3.08; (*Bylaw No. 2183*)
- (h) **Townhouse;**
- (i) **Uses accessory** to a **principal use** permitted in this Article;
- (j) **Uses** permitted in Section 3.01 of this Bylaw;

Educational, Cultural, Recreational and Institutional Uses

- (k) **Charitable facility;**
- (l) **Community garden;**
- (m) **Cultural facility;**
- (n) **Golf course;**
- (o) **Golf course, miniature;**
- (p) **Golf driving range;**
- (q) Greenhouse, as an **accessory building;**
- (r) Outdoor gardening and bee-keeping as **accessory** Uses, subject to Section 3.12;
- (s) **Place of worship;**
- (t) **Recreation facility, indoor;**
- (u) **Recreation facility, outdoor;**

- (3) Within that portion of the lands identified as “Area 3” the CD6A Zone Map attached as Schedule “O-2”:

General and Residential Uses

- (a) **Accessory buildings and structures;**
- (b) **Apartment;**
- (c) **Apartment, senior citizens;**
- (d) **Dwelling, one-family;**
- (e) **Dwelling, two-family,** subject to Section 3.07;
- (f) **Home occupation,** subject to Section 3.09;

- (g) **Secondary suite in a one-family dwelling**, subject to Section 3.08; *(Bylaw Nos. 1997 and 2183)*
- (h) **Townhouse**;
- (i) **Uses accessory** to a **principal use** permitted in this Article;
- (j) **Uses** permitted in Section 3.01 of this Bylaw;

Resort Commercial and Retail Uses

- (k) **Hotel**;
- (l) **Personal service establishment**;
- (m) **Rental and repair** of goods, sport and recreational equipment, including, but without limiting the generality of the foregoing: bicycles, scooters, golf equipment, tennis racquets and climbing gear, but specifically excluding the repair or maintenance of anything that utilizes an internal combustion engine;
- (n) **Residential hotel**;
- (o) **Restaurant**;
- (p) **Retail store**;

Educational, Cultural, Recreational and Institutional Uses

- (q) **Community care facility**;
 - (r) **Dormitory**, as an **accessory Use** to a School or institutional Use;
 - (s) Greenhouse, as an **accessory buildings**;
 - (t) **Group daycare**, subject to Subsection 3.26.02;
 - (u) Outdoor gardening and bee-keeping as **accessory Uses**, subject to Section 3.12;
 - (v) **Place of worship**;
 - (w) **School**;
 - (x) **Training and education facility**;
- (4) Within that portion of the lands identified as “Area 4” on the CD6A Zone Map attached as Schedule “O-2”:

General and Residential Uses

- (a) **Accessory buildings and structures**;
- (b) **Apartment**;
- (c) **Apartment, senior citizens**;
- (d) **Dwelling, one-family**;
- (e) **Dwelling, two-family**, subject to Section 3.07;
- (f) **Home occupation**, subject to Section 3.09;
- (g) **Secondary suite in a one-family dwelling**, subject to Section 3.08; *(Bylaw No. 2183)*
- (h) **Townhouse**;

- (i) **Uses accessory** to a **principal use** permitted in this Article;
- (j) **Uses** permitted in Section 3.01 of this Bylaw;

Business and Technology Uses

- (j) **Business support service;**
- (k) **Catering;**
- (l) **Electronics sales, service and manufacturing;**
- (m) **Film production studio;**
- (n) **Industrial use, light;**
- (o) **Medical Clinics** and accessory related commercials uses;
- (p) **Mini-storage facility**, in any **building** occupied by a **principal use** permitted in this Article, and not accounting for more than 25% of the **gross floor area** in any **building**;
- (q) **Office;**
- (r) Rental and repair of goods, sport and recreational equipment, including, but without limiting the generality of the foregoing: bicycles, scooters, golf equipment, tennis racquets and climbing gear, but specifically excluding the repair or maintenance of anything that utilizes an internal combustion engine;
- (s) **Research and development facility;**
- (t) **Restaurant**, limited to a maximum of 100 m² (1,076.4 ft²) of **gross floor area**;

Educational, Cultural, Recreational and Institutional Uses

- (u) **Community care facility;**
 - (v) **Community garden;**
 - (w) **Dormitory**, as an **accessory use** to a **school** or institutional **use**;
 - (x) Greenhouse, as an **accessory buildings**;
 - (y) **Group daycare**, subject to Subsection 3.26.02;
 - (z) Outdoor gardening and bee-keeping as **accessory** Uses, subject to Section 3.12;
 - (aa) **Place of worship;**
 - (bb) **School;**
 - (cc) **Training and education facility;**
- (5) Within that portion of the lands identified as “Area 5” on the CD6A Zone Map attached as Schedule “O-2”:
- (a) **Accessory buildings and structures**, subject to Section 3.05;
 - (b) **Apartment;**
 - (c) **Apartment, senior citizens;**
 - (d) **Bed and breakfast** in a **one-family dwelling** on lots of 550 m² (5,920.2 ft²) or greater in **lot area**, subject to Section 3.09;

- (e) **Community garden;**
 - (f) **Dwelling, one-family;**
 - (g) **Dwelling, two-family**, subject to Section 3.07;
 - (h) **Home occupation**, subject to Section 3.09;
 - (i) **Secondary suite** in a **one-family dwelling**, subject to Section 3.08;
 - (j) **Townhouse;**
 - (k) **Uses accessory** to a **principal use** permitted in this Article;
 - (l) **Uses** permitted in Section 3.01 of this Bylaw;
- (6) Within that portion of the lands identified as “Area 6” on the CD6A Zone Map attached as Schedule “O-2”:
- (a) **Accessory buildings and structures**, subject to Section 3.05;
 - (b) **Community care facility;**
 - (c) **Community garden;**
 - (d) **Dormitory**, as an **accessory use** to a School or institutional Use;
 - (e) Greenhouse, as an **accessory building;**
 - (f) **Group daycare**, subject to Subsection 3.26.02;
 - (g) Outdoor gardening and bee-keeping as **accessory uses**, subject to Section 3.12;
 - (h) **Place of worship;**
 - (i) **Recreation facility, indoor;**
 - (j) **Recreation facility, outdoor;**
 - (k) **School;**
 - (l) **Training and education facility;**
 - (m) **Uses accessory** to a **principal use** permitted in this Article; and
 - (n) **Uses** permitted by Section 3.01 of this Bylaw.

6.95A.02 Subdivision Lot Requirements

- (1) No **panhandle lots** may be created by subdivision.
- (2) No **lot 8** as follows:
 - (a) 835 m² (8,987.9 ft²) for a **two-family dwelling**; and
 - (b) 1,000 m² (10,763.8 ft²) for an **apartment** with a maximum of three **dwelling units**.
- (6) Despite Article 6.95A.02(2), a **lot** having a **lot area** less than 550 m² (5,920.2 ft²) and not less than 370 m² (3,982.7 ft²) may be created by subdivision for a **one-family dwelling**, provided that:
 - (a) The **lot width** is not less than 12 m (39.4 ft); and
 - (b) The **building envelope** on the **lot** created has a width and depth of at least 7 m (23 ft).

- (7) No **lot** having a **lot area** less than 900 m² (9,687.5 ft²) may be used for a commercial **use**, **townhouse** or any type of **apartment use**.
- (8) No **lot** having a **lot area** less than 695 m² (7,480.9 ft²) may be used for an institutional **use**.

6.95A.03 Density of Development on Individual Lots

- (1) There may not be more than one **residential building** on a **lot**.
- (2) Despite Article 6.95A.03(1), there may be more than one **residential building** on a **lot** if all of the **residential buildings** on the **lot** are of the same type, being **townhouses**, **two-family dwellings** or **apartment buildings**.
- (3) The density of **townhouse** and **two-family dwellings** may not exceed one **dwelling unit** per 285 m² (3,067.7 ft²) of **lot area**.
- (4) Despite Article 6.95A.03(3), the density of **townhouses** may not exceed one **dwelling unit** per 214 m² (2,314.2 ft²) of lot area on the property legally described as Lot A, Section 82, Highland District, Plan VIP81958, Except Part in Plan EPP42751 (2089 Champions Way). (*Bylaw No. 2096*)
- (5) The **floor area ratio** of a **building** for an **apartment** or combined **apartment** and commercial **use** may not exceed 3.0, unless 95% of the required off-street parking is provided underground or within a **building**, in which case it may not exceed 7.0.
- (6) The **floor area ratio** of a **building** for a commercial **use** may not exceed 7.0.

6.95A.04 Density of Development in the RCBM2 Zone

- (1) There may not be more than one **dwelling unit** and not more than 100 m² (1,076.4 ft²) of commercial floorspace within each area (Areas 1 through 6) identified on the RCBM2 Zone Map attached as Schedule "O-2".
- (2) Despite Article 6.95A.04(1), the number of **dwelling units** in the RCBM2 Zone may exceed one **dwelling unit** in each identified area of the RCBM2 Zone if the owner of the land or applicant for a building permit provides the following to the City:
 - (a) \$2500 per **dwelling unit** towards the City's General Amenity Reserve Fund; and
 - (b) A covenant charging the land in the RCBM2 Zone is provided, in terms satisfactory to the City, ensuring that park land or green/open space or golf course in an amount equal to at least 40% of the land area within the RCBM1 and RCBM2 Zones combined;
- (3) For the purposes of Clauses 6.95A.04(2)(a) and (b), a **dwelling unit** is authorized when a Building Permit authorizing the construction of the **dwelling unit** is issued, except that in the case of a subdivision of land into **lots** on which the RCBM2 regulations permit the construction of a **one-family dwelling** or **two-family dwelling**, **dwelling units** are authorized on such **lots** when the **approving officer** approves the subdivision plan creating the **lots**.
- (4) For the purposes of Clauses 6.95.04(2)(a) and (b) a **dwelling unit** is defined as a single residential **lot** of not less than 550 m² (5920 ft²) or a **one-family dwelling** on a lot not less than 550 m² (5,920 ft²);

- (5) For the purpose of Clauses 6.95.04(2)(a) and (b):
- (a) A **one-family dwelling** on a **lot** less than 550 m² (5,920.2 ft²) is deemed equivalent to 0.66 **dwelling units**;
 - (b) A **two-family dwelling** is deemed to be equivalent to 1.32 **dwelling units** (2 x 0.66); and
 - (c) A multi-family **dwelling unit (townhouse, or apartment)** is deemed equivalent to 0.61 dwelling units.
- (6) Under no circumstance may the total number of **dwelling units** within the RCBM2 Zone Density Map attached as Schedule O-3 exceed:
- (a) 473 dwelling units in Area A;
 - (b) 102 dwelling units in Area B;
 - (c) 16 dwelling units in Area C;
 - (d) 19 dwelling units in area D;
 - (e) 500 dwelling units in Area E1;
 - (f) 18 dwelling units in Area E2;
 - (g) 209 dwelling units in Area E3;
 - (h) 60 dwelling units in Area E4;
 - (i) 15 dwelling units in Area E5;
 - (j) 39 dwelling units in Area E6;
 - (k) 800 dwelling units in Area E7; and
 - (l) 1,049 dwelling units in Area E8.
- (7) Under no circumstances may the total **gross floor area** of commercial **uses**, including any **golf course buildings**, clubhouse, **hotel**, or adult care facilities, in the RCBM2 Zone exceed 35,760 m² (384,917.4 ft²).
- (8) Despite Article 6.95A.04(6), an application may be made to Council to amend the maximum permitted number of dwelling units in an area shown on the RCBM2 Zone Density Map attached as Schedule O-3, if the owner of the land or the applicant for a density amendment provides amenity contributions in accordance with Council's Affordable Housing and Amenity Contribution Policy, as amended from time to time.
- (9) Despite Article 6.95A.04(6), more than 16 dwelling units but not more than 500 dwelling units may be constructed on Area C, as shown on the RCBM2 Zone Density Map attached as Schedule O-3, if the owner of the land or the applicant provides the following for each dwelling unit over and above 16, in addition to the requirements of Subsection 6.95A.04(2);
- (a) \$1,000 per Single Family Equivalent (SFE) toward the Affordable Housing Reserve Fund; and
 - (b) \$6,000 per SFE toward the General Amenity Reserve Fund.

6.95A.05 Height and Size of Principal Use Buildings

- (1) No **one-family dwelling, two-family dwelling, townhouse** or **apartment** with a maximum of three **dwelling units** may exceed a **height** of 9 m (29.5 ft).
- (2) Within that portion of the lands identified as “Area 2” and “Area 5” on the RCBM2 Zone Map attached as Schedule “O-2”, no **building** or **structure** may exceed a **height** of six storeys (exclusive of wholly non-residential storeys provided as parking).
- (3) Within that portion of the lands identified as “Area 6” on the RCBM2 Zone Map attached as Schedule “O-2”, no **building** or **structure** may exceed a **height** of four storeys (exclusive of wholly non-residential storeys provided as parking).

6.95A.06 Setbacks for All Land Uses within that portion of the lands identified as “Area 1” on the RCBM2 Zone Map attached as Schedule “O-2”:

- (1) Within 0 m (0 ft) from any **front lot line**; or
- (2) Within 0 m (0 ft) from any **rear lot line**; or
- (3) Within 0 m (0 ft) of any **interior side lot line**; or
- (4) Within 0 m (0 ft) of any **exterior side lot line**.

6.95A.07 Setbacks for One- and Two-Family Dwellings within that portion of the lands identified as “Area 2”, “Area 3” and “Area 4” on the RCBM2 Zone Map attached as Schedule “O-2”:

One- and Two-Family Residential Lots

- (1) On residential **lots** with **lot areas** greater than or equal to 550 m² (5,920.2 ft²) and less than 2,024.00 m² (0.5 ac), no **one-family dwelling** may be located:
 - (a) Within 5.5 m (18 ft) of any **front lot line**; or
 - (b) Within 6 m (19.7 ft) of any **rear lot line**; or
 - (c) Within 2.4 m (7.9 ft) of any **interior side lot line**; or
 - (d) Within 1.5 m (4.9 ft) of any **interior side lot line**, on the lots legally described as Section 83 Highland District Except Parts in Plans VIP75509, VIP77878, VIP78873, VIP80330, VIP82040, VIP82483, VIP82960, VIP88981, VIP88983, EPP33056, EPP80460, EPP68922 and EPP86748 (1991 Bear Mountain Parkway) **and** Section 84 Highland District Except Plans VIP72556, VIP75509, VIP89370, EPP72419, EPP80460, EPP86748 and EPP101117 (1950 Bear Mountain Parkway; *Bylaw No. 1997*); or
 - (e) Within 4.5 m (14.8 ft) of any **exterior side lot line**, except that no **garage or carport** whose vehicle access crosses an **exterior side lot line** may be located within 5.5 m (18 ft) of the **exterior side lot line**.
- (2) On residential **lots** with **lot areas** greater than or equal to 835 m² (8,987.9 ft²) and less than 2,024 m² (0.5 ac), no **two-family dwelling** may be located:
 - (a) Within 5.5 m (18 ft) of any **front lot line**; or

- (b) Within 6 m (19.7 ft) of any **rear lot line**; or
- (c) Within 3 m (9.8 ft) of any **interior side lot line**; or
- (d) Within 4.5 m (14.8 ft) of any **exterior side lot line**, except that no **garage or carport** whose vehicle access crosses an **exterior side lot line** may be located within 5.5 m (18 ft) of the **exterior side lot line**.

Small Lot

- (3) On residential **lots** with **lot areas** greater than or equal to 370 m² (3,982.7 ft²) and less than 550 m² (5,920.2 ft²), no **building** or **structure** may be located:
 - (a) Within 4.5 m (14.8 ft) of any **front lot line**, except that no **garage or carport** whose vehicle access crosses a **front lot line** may be located within 5.5 m (18 ft) of the **front lot line**. This minimum **setback** may be reduced to 3 m (9.8 ft) where **automobile** access to the dwelling is provided from the rear by way of a rear lane or access route in a bare land strata plan and all parking is located at the rear of the dwelling; or
 - (b) Within 6 m (19.7 ft) of any **rear lot line**; or
 - (c) Within 1.2 m (3.9 ft) of any **interior side lot line**; or
 - (d) Within 3 m (9.8 ft) of any **exterior side lot line**, except that no **garage or carport** whose vehicle access crosses an **exterior side lot line** may be located within 5.5 m (18 ft) of the **exterior side lot line**.

6.95A.08 Setbacks for One-, Two-Family Dwellings and Apartments with a maximum of three Dwelling Units within that portion of the lands identified as “Area 5” on the RCBM2 Zone Map attached as Schedule “O-2”:

One- and Two-Family Residential Lots

- (1) On residential **lots** with **lot areas** greater than or equal to 550 m² (5,920.2 ft²) and less than 2,024 m² (0.5 ac), no **one-family dwelling** may be located:
 - (a) Within 5.5 m (18 ft) of any **front lot line**; or
 - (b) Within 6 m (19.7 ft) of any **rear lot line**; or
 - (c) Within 1.5 m (4.9 ft) of any **interior side lot line**; or
 - (d) Within 4.5 m (14.8 ft) of any **exterior side lot line**, except that no **garage or carport** whose vehicle access crosses an **exterior side lot line** may be located within 5.5 m (18 ft) of the **exterior side lot line**.
- (2) On residential **lots** with **lot areas** greater than or equal to 835 m² (8,987.9 ft²) and less than 2,024 m² (0.5 ac), no **two-family dwelling** may be located:
 - (a) Within 6 m (19.7 ft) of any **front lot line**; or
 - (b) Within 6 m (19.7 ft) of any **rear lot line**; or
 - (c) Within 3 m (9.8 ft) of any **interior side lot line**; or

- (d) Within 4.5 m (14.8 ft) of any **exterior side lot line**, except that no **garage or carport** whose vehicle access crosses an **exterior side lot line** may be located within 5.5 m (18 ft) of the **exterior side lot line**.

Small Lot

- (3) On residential **lots** with **lot areas** greater than or equal to 370 m² (3,982.7 ft²) and less than 550 m² (5,920.2 ft²), no **building** or **structure** may be located:
 - (a) Within 4.5 m (14.8 ft) of any **front lot line**, except that no **garage or carport** whose vehicle access crosses a **front lot line** may be located within 5.5 m (18 ft) of the **front lot line**. This minimum **setback** may be reduced to 3 m (9.8 ft) where **automobile** access to the dwelling is provided from the rear by way of a rear lane or access route in a bare land strata plan and all parking is located at the rear of the dwelling; or
 - (b) Within 6 m (19.7 ft) of any **rear lot line**; or
 - (c) Within 1.2 m (3.9 ft) of any **interior side lot line**; or
 - (d) Within 3 m (9.8 ft) of any **exterior side lot line**, except that no **garage or carport** whose vehicle access crosses an **exterior side lot line** may be located within 5.5 m (18 ft) of the **exterior side lot line**.

6.95A.9 Setbacks for Multi-Family Residential Uses within that portion of the lands identified as “Area 2”, “Area 3”, “Area 4” and “Area 5” on the RCBM2 Zone Map attached as Schedule “O-2”:

Townhouses

- (1) No **townhouses** may be located:
 - (a) Within 6 m (19.7 ft) of any **front lot line**; or
 - (b) Within 10 m (32.8 ft) of any **rear lot line**; or
 - (c) Within 6 m (19.7 ft) of any **interior side lot line**; or
 - (d) Within 7.5 m (24.6 ft) of any **exterior side lot line**.

Apartments

- (2) No **apartment building** may be located:
 - (a) Within 0 m (0 ft) of any **front lot line**; or
 - (b) Within 7.5 m (24.6 ft) of any **side lot line**, or a distance from the **side lot line** equal to 0.6 multiplied by the **height** of the **building**, whichever is less; or
 - (c) Within 10 m (32.8 ft) of the **rear lot line** or a distance from the **rear lot line** equal to the **height** of the **building**, whichever is less; or
 - (d) Despite the **setbacks** for **apartment buildings**, any parking structure associated with an **apartment building** may have a zero **setback** to any **lot line**.

6.95A.10 Setbacks for Commercial Uses within that portion of the lands identified as “Area 2”, “Area 3”, “Area 4” and “Area 5” on the RCBM2 Zone Map attached as Schedule “O-2”:

- (1) No **building** with a commercial **use** may be located:
 - (a) Within 6 m (19.7 ft) of any **interior side lot line** where the **interior side lot line abuts** a lot with a wholly **residential use**; or
 - (b) Within 2 m (6.6 ft) of any **exterior side lot line**, except where the **building** is flanked by a sidewalk with a width of at least 2 m (6.6 ft) in which case the exterior side yard setback may be reduced to nil; or
 - (c) Within 6 m (19.7 ft) of any **rear lot line**.
- (2) Despite Article (1), any parking structure associated with a **building** with a commercial **use** may have a zero **setback** to any **lot line**.

6.95A.11 Setbacks for Institutional Uses within that portion of the lands identified as “Area 2”, “Area 3”, “Area 4” and “Area 5” on the RCBM2 Zone Map attached as Schedule “O-2”:

- (1) No **building** with a **principal** institutional **use** may be located:
 - (a) Within 6 m (19.7 ft) of any **interior side lot line**; or
 - (b) Within 10 m (32.8 ft) of any **rear lot line**.
- (2) Despite Article (1), any parking structure associated with a **principal building** with an institutional **use** may have a zero **setback** to any **lot line**.

6.95A.13 General Regulations

In addition to the regulations contained in Part 3 of this Bylaw, the following requirements apply to Development in the RCBM2 Zone:

- (1) Despite any other regulations in this Bylaw, **accessory buildings** on **lots** that **abut** a **golf course** must be situated within the side yard or front yard, and must not be situated closer to the **front lot line** than the required front yard **setback** for the **principal building**.
- (2) Except on lands identified as “Area 1” on the RCBM2 Zone Map attached as Schedule “O-2”; no **building** that has a mix of **residential** and commercial **uses** may have any **residential uses** on the ground floor, unless the **residential uses** are situated to the rear of the commercial **uses** on the ground floor or have their **principal** entrance facing a side or rear setback, or a rear access route.

Section 6.96 – Comprehensive Development 7 – Sooke/Jacklin (CD7) Zone

(Replaced by Bylaw No. 1662)

The intent of the CD7 Zone is to accommodate commercial and light industry use.

6.96.01 Permitted Uses

The following **uses** and no others are permitted in the CD7 Zone:

- (1) Within that portion of the lands identified as “Lot 1” on the CD7 Zone Map attached as Schedule “N”:
 - (a) **Accessory buildings and structures**, subject to Section 3.05;
 - (b) **Animal hospital**, in enclosed **buildings**;
 - (c) **Bakery**, not exceeding 200 m² (2,152.8ft²) of **gross floor area**;
 - (d) **Business support service**;
 - (e) **Car wash**;
 - (f) **Community garden**;
 - (g) **Dwelling units**, located above the ground floor;
 - (h) **Film productions studio**;
 - (i) **Financial institution**;
 - (j) **Gasoline service station**;
 - (k) **Licensed premises**;
 - (l) **Medical Clinics** and accessory related commercials uses;
 - (m) **Office**;
 - (n) **Personal service establishment**;
 - (o) **Restaurant** , limited to a total **gross floor area** not exceeding 450 m² (4,483.8 ft²) for all **restaurants** on the site;
 - (p) **Restaurant, drive-through**, limited to a total **gross floor area** not exceeding 450 m² (4,483.8 ft²) for all **restaurants** on the site;
 - (q) **Retail store**;
 - (r) **Taxi office**;
 - (s) **Training and education facility**;

Home type:

Address

Street:

City:

Search results:

[Victoria, 2000 Hannington Road \(209 units\)](#)

Click on the address for more details

1 new homes found where home type is 'Multi Unit' AND City contains 'Victoria' AND address contains 'hannington road'

[Registered with home warranty insurance.](#)

Builder:
 BM Highlander Development Ltd.
 Visit the [Builder Registry](#) for more builder information.

Builder's Warranty Number:
 00006258

Warranty Commencement Date:

Warranty Provider:
 Travelers Insurance Company of Canada
 Phone: 604-682-3095
 Website: www.travelershomewarranty.ca

Address:
 2000 Hannington Road (209 units), Victoria BC

Legal Description:
 Lot 1 Plan VIP82851 Section 82 Land District 24

PID:
 027-024-644

Understanding your Search Results

Registered with home warranty insurance

Home was or is in the process of being built by a Licensed Residential Builder and is covered by home warranty insurance as required by legislation in B.C. The New Homes Registry provides the name of the builder or developer of record and the contact information of the warranty provider should you wish to confirm details.

Owner-built

Home was or is in the process of being built by an individual under an Owner Builder Authorization issued by BC Housing. This Authorization allows the individual to build a home for their own personal use without being licensed or arranging for home warranty insurance. Owner builders and prospective purchasers should fully understand their rights and obligations when [buying or selling an owner-built home](#). The New Homes Registry indicates whether conditions have been met that would allow an owner builder to sell the home.

Rental only exemption - no home warranty insurance

Multi-unit building or complex built for rental purposes for at least a 10-year period. A covenant on the land title restricts any individual units from being sold for 10 years after first occupancy of the first unit in the building, although the building may be sold as a whole.

Withdrawn from warranty

Construction of the home was commenced with home warranty insurance arranged by the Licensed Residential Builder, but the warranty insurance has been withdrawn, which can happen for a variety of reasons. The Licensed Residential Builder may be in the process of re-enrolling the building in home warranty insurance. In this case construction may not re-commence, or the building offered for sale or sold without being re-enrolled first.

Can't find the address you are looking for?

Check the [Search hints](#) for tips on how to get best results.



Strata Property Act Filing

VICTORIA LAND TITLE OFFICE

The following documents, including but not limited to the Bylaws, are for reference purposes only and shall not be relied upon. Final documents may be provided upon receipt of a conditional offer.

CB1426451

1. Contact

Document Fees: \$32.51

Mullin DeMeo Wirk Law Corporation
1626 Garnet Road
Victoria BC V8P 3C8
(250) 477-3327

Fax: (250) 477-0980
Email: lawyers@mdlawcorp.com
File: 102155 / BM Highlander/Strata-OBM/JDM/sl

2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type

LTO Document Reference

Form-Y Owners Developers' Notice of Different Bylaws

3. Description of Land

PID/Plan Number

Legal Description

EPS10329

STRATA PLAN EPS10329

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

John Dawson
Mullin TF43YL

Digitally signed by
John Dawson Mullin TF43YL
Date: 2024-07-05
11:35:04 -07:00

Strata Property Act

FORM Y

OWNER DEVELOPER'S NOTICE OF DIFFERENT BYLAWS

(Section 245(d); Regulations Section 14.6(2))

Re: Strata Plan EPS10329, being a strata plan of:

PID: D31-498-221

LOT A SECTION 82 HIGHLAND DISTRICT PLAN EPP113927

The attached bylaws replace the Standard Bylaws to the *Strata Property Act* (British Columbia) (the "Act"), as permitted by Section 120 of the Act.

Dated this 5 day of July, 2024.

Signature of Owner Developer:

BM HIGHLANDER DEVELOPMENT LTD.

by its authorized signatory:



Name: Devon Skinner

DEFINITIONS AND INTERPRETATIONS USED IN BYLAWS

1. **Strata Corporation** means a strata corporation as established under section 2 of the BC Strata Property Act (SBC 1998). A strata corporation is established when the strata plan was deposited in a land title office.
2. The **Strata Council** provides governance of the Strata Corporation and is elected each year at an Annual General meeting.
3. **Common Property** means all the land and roadways belonging to the Strata Corporation and includes:
 - (a) that part of the land and buildings shown on a strata plan that is not part of a strata lot, and
 - (b) pipes, wires, cables, ducts and other facilities for the passage or provision of water, sewage, drainage, gas, oil, electricity, telephone, radio, television, garbage, heating and cooling systems, or other similar services, if they are located
 - (i) within a floor, wall or ceiling that forms a boundary:
 - (1) between a strata lot and another strata lot,
 - (2) between a strata lot and the common property, or
 - (3) between a strata lot or common property and another parcel of land, or
 - (ii) wholly or partially within a strata lot, if they are capable of being and intended to be used in connection with the enjoyment of another strata lot or the common property
4. **Limited Common Property** means common property designated for the exclusive use of the owners of one or more strata lots.
5. **Strata Lot** means a residential space, privately owned, for the exclusive use of the owners.
6. **Owner** means a person, or persons who is shown in the register of a land title office as the owner of a freehold estate in a strata lot, whether entitled to it in the person's right, or in a representative capacity, unless there is a registered agreement for sale, in which case it means the registered holder of the last registered agreement for sale.
7. **Occupant** means a person, other than the owner who occupies a strata lot.
8. **Annual General Meeting (AGM)** is a meeting where a percentage of the owners meet to review the Strata Corporation's accounts for the past year, elect a strata council, and approve fiscal plans for the upcoming year.
9. **Special General Meeting** is a meeting held on request to deal with one or more specific items of significant importance that cannot wait until the next scheduled AGM.
10. **Majority vote** means a vote in favor of a resolution by more than $\frac{1}{2}$ of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken, and who have not abstained from voting.
11. **$\frac{2}{3}$ Vote** means a vote in favor of a resolution by at least $\frac{2}{3}$ of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken, and who have not abstained from voting.
12. **Strata Property Act (SPA)** refers to the Strata Property Act, S.B.C. 1998 and the Strata Property Act Amendment Act, 1999, S.B.C. 1999, along with amendments up to 2017.
13. **Standard Bylaws** refers to the Schedule of Standard Bylaws set out in the Strata Property Act.
14. **Regulations** refer to the Strata Property Act, Strata Regulation, and effective July 1, 2000.

- 15. **Bylaws** set out how the strata corporation regulates itself, as provided under the authority of the Strata Property Act. The Bylaws of this strata are registered with the Victoria Land Titles Office.
- 16. **Rules** are strata corporation policies that govern the use, safety and condition of the common property. These are not registered with the Bylaws. A rule must be ratified by the owners at the first annual general meeting after it has been passed, after which it remains in effect until amended or repealed. If it is not ratified at the first AGM, it is void.

BYLAWS
DIVISION 1 - DUTIES OF OWNERS, OCCUPANTS AND VISITORS

1. PAYMENT OF STRATA FEES

- 1.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 1.2 (a) A new resident moving into the Strata Corporation must pay a one-time, non-refundable move in fee of \$50.00 to the Strata Corporation. The first strata lot owner is exempt from the move-in fee.
- (b) Notwithstanding Section 1.2(a), the Strata Corporation reserves the right to assess additional damage fees to any resident found to have caused damage to the common property.
- 1.3 Cheques returned non-sufficient funds, stop payment or account closed, will be charged a fee of \$25.00.

2. NON-PAYMENT OF STRATA FEES OR SPECIAL ASSESSMENTS

- 2.1 The Strata Corporation may charge interest at the rate of 10% per annum, compounded annually, on late strata fees and special levies.

3. REPAIR AND MAINTENANCE OF PROPERTY BY OWNER

- 3.1 An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.
- 3.2 An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.
- 3.3 An owner is responsible for and must repair and maintain any alterations made to their strata lot or adjoining common or limited common property, which they have the benefit of, and were made by them or a previous owner.

4. USE OF PROPERTY

- 4.1 (a) Each strata lot shall be used exclusively as a private single-family residence.
- (b) An owner, tenant, occupant or visitor must not use a strata lot, common assets, limited common property, or the common property in a way that:
- (i) causes nuisance or hazard to another person;
 - (ii) causes unreasonable noise;
 - (iii) unreasonably interferes with the rights of other persons to use and enjoy the common property or another strata lot;

- (iv) is illegal;
 - (v) 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;
 - (vi) use the strata lot for any purpose which involves undue traffic or noise in or about the strata lot, limited common property or common property or that encourages loitering by persons in or about the strata lot or common property;
 - (vii) make, cause or produce undue noise, smell, vibration or glare in or about any strata lot, limited common property or common property or do anything which will interfere unreasonably with any other resident;
 - (viii) allow a strata lot to become unsanitary or a source of odour;
 - (ix) use or install in or about a strata lot any shades, awnings, window or balcony guards, ventilators, supplementary heating or air condition devices, except those installations approved in writing by the council;
 - (x) fasten to the strata lot, the common property or any limited common property any television or radio antenna, satellite dish or similar structure or appurtenance thereto other than commercial signage located as indicated on the elevation drawings.
- 4.2 An owner, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, limited 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 SPA.
- 4.3 At least twice per fiscal year, an owner must inspect their limited common property (including balcony railings and balcony flooring) for damage or repairs and must advise the strata council in writing of any damage or repairs needed.
- 4.4 Laundry shall not be hung out to dry on balconies or patios.
- 4.5 Any replacement of window coverings must be replaced to similar items and colour, unless approval is obtained in writing by the Strata Corporation.
- 4.6 Garage sales and flea markets are not permitted in a strata lot, on common or limited common property.
- 4.7 Patios and balconies shall not be used for storage of garbage or any other form of debris.
- 4.8 Cooking devices, fire pits/bowls and BBQ's are not permitted on limited common property without approval of the strata council. In the event that the strata lot includes a natural gas connection as limited common property, then approval of the Strata Corporation for the foregoing use is not required.

- 4.9 An owner or occupant must not feed pigeons, gulls or other birds, squirrels, rodents or other animals from a strata lot or anywhere on or in close proximity to the common property or any limited common property, or install a bird feeder of any form on the outside of a strata lot, but this shall not apply to a pet permitted to be kept in a strata lot pursuant to these bylaws and the rules made hereunder, which pet shall be fed only in a strata lot.
- 4.10 An owner or occupant must not build composting piles, or use composting containers or devices.
- 4.11 An owner or occupant shall not conduct significant repairs, modifications, maintenance or servicing to a motor vehicle, recreational vehicle or boat and trailer on limited or common property.
- 4.12 Owners or occupants must promptly and at their own expense clean up any oil or other substance which spills or leaks onto common or limited common property.
- 4.13 No owner shall place, on common property, an object that will interfere with the duties of the landscaper.
- 4.14 Any material other than ordinary household refuse and garbage must be removed from the common property or the owner's strata lot by the owner and at the owner's expense.
- 4.15 An owner, tenant, occupant or visitor shall at all times treat in a respectful manner, and at no time shall use abusive language, threats, intimidation tactics or bullying against strata council members, other owners, sub trades or the Strata Corporation or the strata manager.
- 4.16 In the event that an owner, tenant, occupant or visitor alters common property, limited common property or a strata lot, in a manner that will increase the operating costs of the Strata Corporation, the owner of the offending strata lot shall reimburse the Strata Corporation for all additional operating costs.
- 4.17 Festive occasion lights may be hung from balconies without damaging any part of the building envelope, beginning three weeks before and up to two weeks after the festive occasion.
- 4.18 Only artificial Christmas trees are permitted in the building.
- 4.19 In the event that an action or inaction of an owner, tenant, occupant or visitor increases the operating costs of the Strata Corporation, the owner of the offending strata lot shall reimburse the Strata Corporation for the increased costs.
- 4.20 An owner, tenant or occupant must notify the Strata Corporation of a move in or move out of the building and must reserve the elevator five (5) days in advance.
- 4.21 An owner, tenant or occupant must not discard anything from any window, deck, balcony or patio, or shake rugs, carpets, mops or dusters of any kind from any part of a strata lot or common property.
- 4.22 An owner, tenant or occupant must not use the strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10PM to 5AM, or that encourages loitering by persons in or about the strata lot or common property.

- 4.23 An owner, tenant or occupant must not, without the written permission of the Strata Corporation, smoke or permit smoking of any kind in a strata lot or on any common property, limited common property or land that is a common asset, or within 8 meters of any common area building door, open window or air intake. For the purpose of this bylaw, "smoke" or "smoking" means using, inhaling, exhaling, burning or carrying of a lighted cigarette, joint, e-cigarette, vapor pen or similar vaporizing device, cigar, pipe, hookah, bong or other smoking equipment that burns or vaporizes tobacco, nicotine, or marijuana/cannabis including oils, resins or other derivatives.
- 4.24 An owner, tenant or occupant must not, without the written permission of the Strata Corporation, use or permit any part of a strata lot, limited common property, common property, or land that is a common asset as a site for cultivating, growing, manufacturing, packaging, processing, dispensing, selling or distributing marijuana or cannabis, marijuana/cannabis derived products, related products and accessories, and/or any controlled substances (whether licensed or otherwise).
- 4.25 An owner, tenant or occupant must not feed birds or any animal other than a pet from within a strata lot or on common property or limited common property, and must only feed a pet within a strata lot.
- 4.26 An owner, tenant or occupant must not, without the written permission of the Strata Corporation, deposit garbage or recycling anywhere other than in the designated containers or receptacles provided by the strata corporation for that purpose. Owners, tenants or occupants are responsible for depositing garbage, recycling and compost in the correct bins as indicated and labelled. Any disposal of oversized material, including, but not limited to, disposal of furniture, is strictly forbidden, and will be subject to a fine in an amount determined by the Strata Corporation for breach of this rule.
- 4.27 An owner, tenant or occupant must not deposit materials that are not accepted by the municipal waste management or recycling system ("Unauthorized Waste") in the Strata Corporation's garbage and recycling containers.
- 4.28 An owner, tenant or occupant must not use or permit the use of all or part of a residential strata lot as short-term accommodation for a period of less than 30 consecutive days, by anyone who, directly or indirectly, pays or gives the owner, tenant or occupant any fee, compensation or other remuneration. Without restricting the generality of the foregoing, an owner, tenant or occupant must not: (a) enter into a license for the use of all or part of a strata lot, or (b) permit any strata lot or part thereof to be used or occupied as vacation, travel or temporary accommodation for a period of less than 30 days
- 4.29 An owner or tenant whose strata lot has hard floor surfaces, such as hardwood floor or tile must take all reasonable steps to satisfy impact type noise complaints from neighbours, and avoiding walking on such flooring with hard heeled or soled shoes.
- 4.30 Every strata lot must have at least one working fire extinguisher.
- 4.31 A resident or visitor must not consume alcohol in any areas designated as common property on the strata plan, including, but not limited to: hallways, parking garages, corridors, or elevators. This restriction does not apply to balconies, patios or other areas designated as limited common property for the exclusive use of a strata lot. The strata council may exempt certain areas in the lounge, the pool, and the sixth floor dining area from this rule, and the

strata council may also exempt certain common areas used for events from this rule, with written permission of the strata.

- 4.32 The Strata Corporation may create rules for the use of specific areas, including the lounge, the pool, the change rooms and the sixth floor dining area, including restrictions on age, consumption of alcohol, and hours of use, which will be posted at the entrance of each area. The Strata Corporation may also create and enforce certain penalties and fines for breach of these rules by owners, occupants and visitors.
- 5. PETS**
- 5.1 An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- 5.2 An owner, tenant, occupant or visitor must immediately clean up any feces left by a pet on common property, limited common property or on land that is a common asset.
- 5.3 A resident whose guest or invitee brings an animal or pet onto the common property will ensure that the guest or invitee complies with all requirements of these bylaws as they relate to animals and will perform all of the duties and obligations with respect to that animal or pet as set out in these bylaws.
- 5.4 No resident will permit its pet to interfere with any other person, pet or object, or permit its pet to disturb any other owner, tenant or occupant with uncontrolled barking or howling.
- 5.5 An owner, tenant, occupant must not keep any pets on a strata lot other than one or more of the following:
- (a) a reasonable amount of fish or other small aquarium animals;
 - (b) up to two caged birds;
 - (c) up to two dogs, or two cats or one dog and one cat.
- 5.6 No exotic pets such as snakes, rodents, arachnids, and reptiles will be permitted.
- 5.7 No vicious dogs are permitted in any strata lot or on any portion of the common property. For purposes of this bylaw a vicious dog means the following:
- (a) any dog that has killed or injured any person or animal while running at large;
 - (b) any dog that aggressively harasses or pursues another person or animal while running at large;
 - (c) any dog primarily owned or in part of the purpose of dog fighting or is trained for dog fighting.
- 5.8 Owners with household pets may be required to register their pet with the Strata Corporation and/or a third party as designated by the Strata Corporation, whereby each pet owner will be required to provide pet DNA samples for pet identification purposes.

- 5.9 Should the strata council receive a complaint concerning the actions of a pet, including, but not limited to, complaints respecting excessive or persistent barking/chirping/other noise, odours, and disturbances as a result of pets on balconies, the strata council shall
- (a) on the first complaint, advise the owner and tenant (if applicable) of the complaint;
 - (b) on the second complaint, advise the owner and tenant (if applicable) of the complaint, and assess the owner a fine;
 - (c) on the third complaint, order the owner and tenant (if applicable) to remove the pet from the Strata Corporation permanently.
- 6. INFORM STRATA CORPORATION**
- 6.1 Within two (2) weeks of becoming an owner, an owner must inform the Strata Corporation of the owner's name, strata lot number and mailing address outside the strata plan, as well as a phone number and email address.
- 6.2 Within one week of a tenant taking possession of a strata lot, the owner of the strata lot must inform the Strata Corporation of the tenant's name and phone number and email address.
- 7. OBTAIN APPROVAL BEFORE ALTERING A STRATA LOT**
- 7.1 An owner must obtain the written approval of the Strata Corporation before making an alteration to a strata lot or limited common property that involves any of the following:
- (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building, other than commercial signage as indicated on the drawing elevations;
 - (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 or the SPA;
 - (h) significant betterments to the strata lot which may affect the structure of the unit, including but not limited to construction of or removal of interior walls, other than what is required for tenant improvements of the commercial strata lots.
- 7.2 Owners may not change the flooring in their strata lot without first securing the approval of the strata council.

- 7.3 The Strata Corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and also sign a waiver agreement releasing the Strata Corporation of any liability and future maintenance expenses of the addition or alteration.
- 7.4 A resident must not do any act, nor alter a strata lot, in any manner which in the opinion of the council will alter the exterior appearance of the building. Without limiting the generality of the foregoing, no metallized or reflective coatings are permitted on glass windows, doors or woodwork.
- 8. OBTAIN APPROVAL BEFORE ALTERING COMMON PROPERTY**
- 8.1 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.
- 8.2 Any substantial alteration proposed, that has not previously been approved for a strata lot, must be brought to the owners of the Strata Corporation for a vote. The proposed alteration must receive a majority vote in favor prior to receiving council approval.
- 8.3 The Strata Corporation must require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and sign a waiver agreement releasing the Strata Corporation of any liability and future maintenance expenses of the addition or alteration.
- 9. PERMIT ENTRY TO STRATA LOT**
- 9.1 An owner, occupant or visitor must allow a person authorized by the Strata Corporation to enter the strata lot:
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage; and
 - (b) at a reasonable time, on 48 hours written notice;
 - (i) to inspect, repair or maintain common property, common assets, limited common property 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 SPA; and
 - (ii) to ensure compliance with the SPA and the bylaws.
- 9.2 The notice referred to in subsection 1 (b) must include the date and approximate time of entry, and the reason for entry.
- 9.3 In the event that entry is not gained when requested under subsection 1 (b), and there is an additional cost for a contractor to revisit the strata lot, the owner of the strata lot shall reimburse the Strata Corporation for the additional cost.

9.4 If authorization cannot be obtained, then the person authorized by the Strata Corporation to enter the strata lot may do so by using reasonable force on the locking devices, and the replacement of the locking device and any resulting damage to the door and door frame will be at the expense of the strata lot owner.

10. INSURANCE

10.1 All owners in owner occupied strata lots must have their own contents and liability insurance.

10.2 All tenants must have their own contents and liability insurance.

10.3 All investment owners must have their own liability insurance.

10.4 An owner shall reimburse the Strata Corporation maintenance, repair or replacement costs plus any losses or damages to an owner's strata lot, common property, limited common property or the contents of same if:

1. that owner is responsible for the loss or damage; or
2. if the loss or damage arises out of, or is caused by or results from an act, omission, or carelessness of:
 - (a) that owner; or
 - (b) any member of the owner's family; or
 - (c) the owner's pet(s); or
 - (d) the owner's guests, employees, contractors, agents, tenants, volunteers, or their pets;

but only to the extent that such expense is not met by the proceeds received from any applicable insurance policy, excluding the insurance deductible which is the responsibility of the owner.

10.5 Loss Assessments

1. If, resulting from the violation of any of these bylaws, there are costs to the Strata Corporation to remedy or repair, the owner of the offending strata lot shall be assessed for all costs incurred by the corporation.
2. An owner is responsible for the actions of themselves, its tenants, its visitors or occupants and shall reimburse the Strata Corporation for the costs to repair or replace any damage or loss to common property, limited common property or a strata lot due to their act, negligence or carelessness in which the damage or loss is not covered by the Strata Corporation's insurance.
3. In the event of a loss or damage to the common property, limited common property or any strata lot that gives rise to a claim under the Strata Corporation's insurance policy, the owner of the strata lot where the loss originated shall reimburse the Strata Corporation and the owners of any other affected strata lots for the deductible of their insurance policies. Should said loss not incur a claim on an insurance policy, the owner of the strata lot where the loss originated shall pay the full cost of repair or replacement.

4. In the event that there is a claim on the corporation's insurance policy that cannot be charged back to an owner, and the deductible is in excess of the funds available to the corporation, the council shall perform a loss assessment of all owners to cover the deductible.
5. All assessments under this bylaw are due upon receipt of notice from council.

DIVISION 2 - POWERS AND DUTIES OF STRATA CORPORATION

II. REPAIRS AND MAINTENANCE OF PROPERTY BY STRATA CORPORATION

II.1 The Strata Corporation must repair and maintain all of the following:

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

11.2 Limitation to Responsibility

Despite anything in Bylaw 8.1, the Strata Corporation is not obligated to maintain, repair or replace any improvements or alterations made by an owner or former owner to a strata lot, their limited common property, or the common property or any improvements or alterations in place at the time of passing of this bylaw, all of which shall be the sole responsibility of the current owner of the strata lot which has the benefit of such improvement.

DIVISION 3 – COUNCIL

12. COUNCIL

12.1 Subject to subsection (2), the council must have at least three and not more than seven members.

12.2 (a) The following persons are eligible to be elected and sit as council members:

- (i) owners;
- (ii) an owner's spouse who is not registered on title;
- (iii) an owner's partner in a common law relationship, which does not include a business partner;

(b) No person may stand for council or continue to be on council if the Strata Corporation is entitled to register a lien against the strata lot under section 116(1) of the SPA, is in arrears of strata fees, special levy's or owes fines;

(c) Only one person is eligible to run for election as a Strata Council member at any one time with respect to a particular Strata Lot.

13. COUNCIL MEMBER'S TERMS

13.1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.

13.2 A person whose term as council member is ending is eligible for re-election.

14. REMOVING COUNCIL MEMBER

14.1 The Strata Corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.

14.2 After removing a council member, the Strata Corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

14.3 No person may stand for council or continue to be on council with respect to a strata lot, if such person is in contravention of any of these bylaws.

15. REPLACING COUNCIL MEMBER

15.1 If a council member resigns or is unwilling or unable to act for a period of two or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.

- 15.2 A replacement council member may be appointed from any person eligible to sit on the council.
- 15.3 The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- 15.4 If all the members of the council resign or are unwilling or unable to act for a period of two months or more, persons holding at least 20% of the Strata Corporation's votes may hold a special general meeting to elect a new council by complying with the provision of the SPA, the regulations and the bylaws respecting the calling and holding of meetings.

16. OFFICERS

- 16.1 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, a secretary and a treasurer.
- 16.2 A person may hold more than one office at a time, other than the offices of president and vice president.
- 16.3 The vice president has the power 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.
- 16.4 If an officer other than the president is unwilling or unable to act for a period of two months or more, the council members may appoint a replacement officer from among themselves for the remainder of the term.

17. CALLING COUNCIL MEETINGS

- 17.1 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.
- 17.2 The notice does not have to be in writing.
- 17.3 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.

18. QUORUM OF THE COUNCIL

- 18.1 A quorum of council is two-thirds of council members present in person or by electronic means, at the meeting.

19. COUNCIL MEETINGS

- 19.1 At the option of the council, the council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- 19.2 If a council meeting is held by electronic means, council members are deemed to be present in person.
- 19.3 Owners may attend council meetings as observers.
- 19.4 Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
- (a) bylaw contravention hearing under section 135 of the SPA;
 - (b) rental restriction bylaw exemption hearings under section 144 of the SPA;
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

20. VOTING AT COUNCIL MEETINGS

- 20.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting or by electronic means at the meeting.
- 20.2 If there is a tie vote at a council meeting, the matter voted upon shall be deferred to the next council meeting, and if at that time the matter remains a tie vote, the matter shall be deemed to have failed.
- 20.3 The results of all votes at a council meeting must be recorded in the council meeting minutes.

21. COUNCIL TO INFORM OWNERS OF MINUTES

- 21.1 The council must inform owners of the minutes of all council meetings within two weeks of the meeting, whether or not the minutes have been approved. Minutes will be emailed and owners may request a hard copy of the minutes at the owner's cost.
- 21.2 For resales of units in the future – provided the wording that strata is to provide the minutes, bylaws, etc. to the seller. Set a rate for the provision of these documents? – this is too onerous on the Strata; buyer beware and should be the seller and their lawyers responsibility to request this

22. DELEGATION OF COUNCIL'S POWERS AND DUTIES

- 22.1 Subject to subsection (2) to (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.

- 22.2 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 subsection (3).
- 22.3 A delegation of a general authority to make expenditures must:
- (a) set a maximum amount that may be spent, and
 - (b) indicate the purpose for which, or the conditions under which, the money may be spent.
- 22.4 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.

23. SPENDING RESTRICTIONS

- 23.1 A person may not spend the Strata Corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- 23.2 Despite subsection (1), 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.

24. LIMITATION ON LIABILITY OF COUNCIL MEMBER

- 24.1 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 of the performance or intended performance of any duty of the council.
- 24.2 Subsection (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

25. MAXIMUM FINE

- 25.1 The Strata Corporation may fine an owner or tenant a maximum of:
- (a) \$200 for each contravention of a bylaw;
 - (b) \$50 for each contravention of a rule.

- 25.2 Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses on a full indemnity basis, interest charges and any other expenses incurred by either the Strata Corporation to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the council pursuant to the Act or these bylaws, will become part of the assessment of the owner responsible and will become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the Strata Corporation may not register a lien against such separate component.

26. CONTINUING CONTRAVENTION

- 26.1 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.

DIVISION 5 - ANNUAL AND SPECIAL GENERAL MEETINGS

27. PERSON TO CHAIR MEETING

- 27.1 Annual and special general meetings must be chaired by the president of the council.
- 27.2 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- 27.3 If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

28. PARTICIPATION BY OTHER THAN ELIGIBLE VOTERS

- 28.1 Only owners, their spouse, valid proxy holders and outside professionals invited by the strata council may attend Annual General Meeting and Special General Meetings, whether or not they are eligible to vote.
- 28.2 Persons who are not eligible to vote, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- 28.3 Persons who are not eligible to vote must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

29. VOTING

- 29.1 At an annual or special general meetings, an owner or proxy holder shall not be permitted to vote (other than matters requiring a unanimous vote) if the strata lot they represent has any outstanding fees, including strata fees, special assessments and/or fines.
- 29.2 At an annual or special general meeting, voting cards may be issued to eligible voters.
- 29.3 At an annual or special general meeting, a vote is decided on a show of hands or voting cards, unless an eligible voter requests a precise count.

- 29.4 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.
- 29.5 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.
- 29.6 If there is a tie vote at an annual or special general meeting, the matter shall be reviewed and voted upon a second time. Should a second vote also be a tie vote, the matter shall be deemed to have failed.
- 29.7 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.
- 29.8 The strata council is authorized to call a special general meeting without formally holding a meeting, by holding a proxy vote of the owners, provided the following conditions are met:
- (a) that the vote is for a single issue;
 - (b) that the issue is felt by the majority of council members to not require discussion of the owners at a meeting;
 - (c) that the matter to be voted upon can be, and is clearly detailed in the notice of the meeting;
 - (d) that there is a clear date (that must be at least 14 days in advance) by which time owners must have submitted their vote on the matter.

30. ORDER OF BUSINESS

The order of business at annual and special general meetings is as follows:

- (a) certify proxies and corporate representatives and issue voting cards;
- (b) determine that there is a quorum and call the meeting to order;
- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business.
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) approve the operating costs of the Strata Corporation for the ending fiscal year;
- (j) ratify any new rules made by the Strata Corporation under section 125 of the SPA;

- (k) report on insurance coverage in accordance with section 154 of the SPA, if the meeting is an annual general meeting;
- (l) approve the budget for the coming year in accordance with section 103 of the SPA, if the meeting is an annual general meeting;
- (m) deal with new business, including any matters about which notice has been given under section 45 of the SPA;
- (n) elect a council, if the meeting is an annual general meeting;
- (o) terminate the meeting.

DIVISION 6 -- VOLUNTARY DISPUTE RESOLUTION

31. VOLUNTARY DISPUTE RESOLUTION

- 31.1 A dispute among owner, tenants, 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 SPA, the regulation, the bylaws or the rules.
- 31.2 A dispute resolution committee consists of:
- (a) one owner or tenant of the Strata Corporation nominated by each of the disputing parties and one owner 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 disputing parties.
- 31.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

DIVISION 7 -- MISCELLANEOUS PROVISIONS

32. MARKETING ACTIVITIES OF THE OWNER / DEVELOPER

- 32.1 An owner developer, who has an unsold strata lot, may carry on sales functions that relate to its sale, including the posting of signs.
- 32.2 An owner developer may use a strata lot, that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.
- 32.3 So long as the Owner/Developer maintains or leases unsold strata units the Owner/Developer may use common facilities to carry out sales as presentation centre in addition to unsold units as display homes, including use of visitor parking stalls for prospective purchasers to use while visiting the presentation centre and display lots.

Common facilities will be handed over to the Strata Corporation once all units are sold to the Owner/Developer's satisfaction.

33. SIGNAGE

- 33.1 No signs of any size shall be posted by an owner or tenant in a window of a strata lot, on limited common property, or on common property at any time, unless in accordance with these bylaws.
- 33.2 No signs for units for sale or rent shall be posted by an owner or tenant in a window of a strata lot, on limited common property, or on common property, except for a single sign posted at the entry to a strata, which must be supplied by and approved by the Strata Corporation.

34. PARKING

- 34.1 All vehicles on common property and limited common property must carry valid insurance and a current license plate.
- 34.2 Vehicles must only be parked in parking stalls.
- 34.3 An owner, occupant, or tenant must not park their vehicle in a visitor parking stall.
- 34.4 Rented units must provide the parking stalls.
- 34.5 An owner may, when space permits, rent a second parking stall from the Strata Corporation: the rent for such space shall be set by rules passed by the strata council.
- 34.6 No vehicle, or combination of vehicles, shall exceed the dimensions of its parking stall. At no time can vehicles or combination of vehicles block the drive aisle or the function of neighbouring stalls.
- 34.7 The strata council shall be authorized to order any vehicle that is deemed unsafe, in need of repair, noisy, or leaking fluids to be removed immediately from the parking areas until such time as repairs are made to the vehicle, and the owner of the offending vehicle shall be responsible for reimbursing the Strata Corporation for any cost involved in cleanup to restore the parking area to its original condition. At owners cost and \$1000 fine.
- 34.8 The speed limit on common and limited common property is 20km.hr.
- 34.9 No RV's, campers, boats or trailers shall be parked in the underground parking area at any time.
- 34.10 No visitor shall use a visitor parking stall for more than 48 continuous hours without the prior consent of the strata council.
- 34.11 Bikes, dogs, golf carts, and vehicles may only be washed in designated areas, and cannot be washed when temperatures are below two degrees Celsius.

35. SEVERABILITY

The provisions hereof shall be deemed independent and severable and the invalidity in whole or in part of any bylaws 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.

36. QUORUM FOR ANNUAL OF SPECIAL GENERAL MEETINGS

Notwithstanding section 48(3) of the Act, if within 15 minutes from the time appointed for an annual or special general meeting a quorum is not present, the meeting will be terminated if the meeting was convened upon the requisition of members; but in any other case, the meeting will stand adjourned for 15 minutes from the time appointed and, if a quorum is not present for the meeting, the eligible voters present in person or by proxy will constitute a quorum.

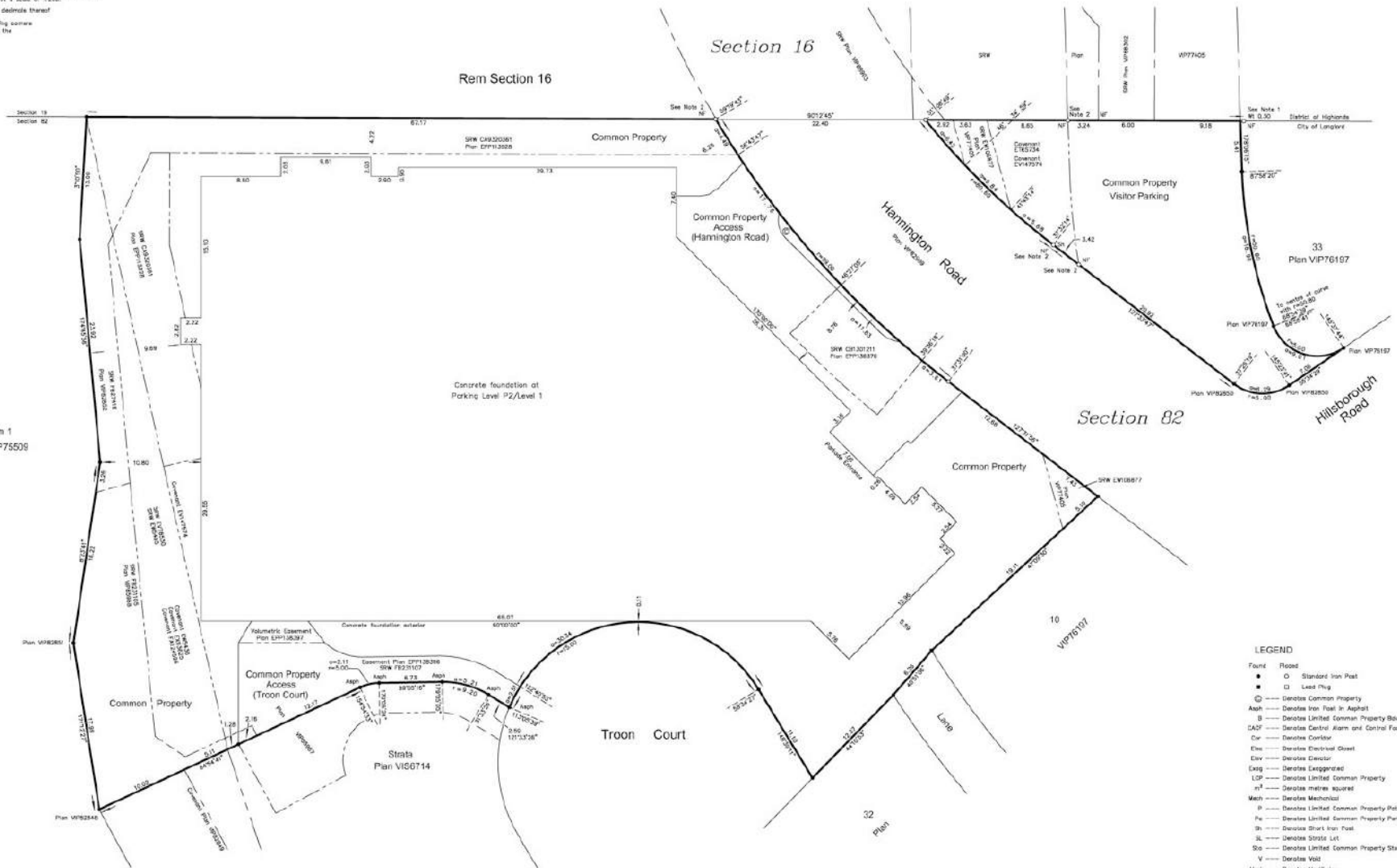
37. SMALL CLAIMS COURT AND CIVIL RESOLUTION TRIBUNAL ACTIONS

- 37.1 The strata council is authorized to commence a Small Claims Court action, or a Civil Resolution Tribunal action, against an owner for any outstanding money owing to the Strata Corporation.
- 37.2 The strata council is authorized to commence or defend a Civil Resolution Tribunal action against or by an owner to resolve any dispute permitted under the Civil Resolution Tribunal guidelines.

Foundation - Parking Level P2/Level 1

Sheet 2 of 34 Shows
STRATA PLAN EPS10329

0 2 4 8 12 16 20
The intended plot size of this plan is 85metres in width by 360metres in height (D size) when printed at a scale of 1:250.
All distances are in metres and decimals thereof.
Unless otherwise stated, all bearings assume a defect by multiples of 45° from the given reference bearing.

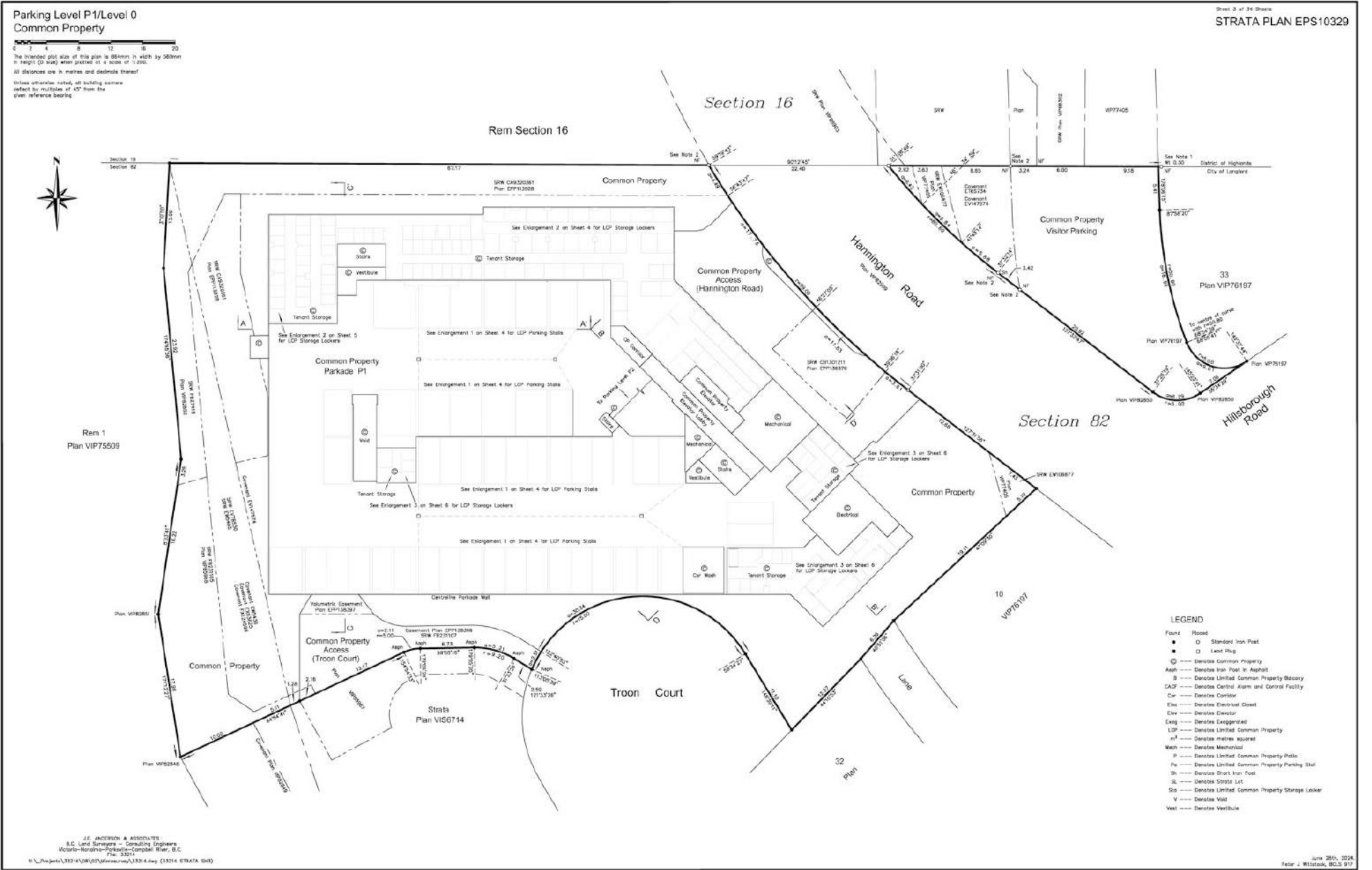


LEGEND

Found Road	
●	Standard Iron Post
□	Lead Plug
○	Denotes Common Property
Asph	Denotes Iron Post in Asphalt
B	Denotes Limited Common Property Bicycle
CAS	Denotes Central Alarm and Control Facility
Co	Denotes Corridor
Ele	Denotes Electrical Closet
Ele	Denotes Electrical
Eng	Denotes Engineered
LSP	Denotes Limited Common Property
m ²	Denotes metres squared
Mech	Denotes Mechanical
■	Denotes Limited Common Property Wall
Pa	Denotes Limited Common Property Parking Stall
Sh	Denotes Short Iron Post
SL	Denotes 50295 Lst
Sto	Denotes Limited Common Property Storage Locker
V	Denotes Vent
Vent	Denotes Ventilate

J.E. ANDERSON & ASSOCIATES
 B.C. Land Surveyors - Consulting Engineers
 Victoria - Nanaimo - Parksville - Campbell River, B.C.
 Plan: 3304
 H:\Projects\3324\VR\01\Workarea\3324.dwg (13214 STRATA.G40)

June 28th, 2024
Peter J. Whitlock, B.C.S. 9174

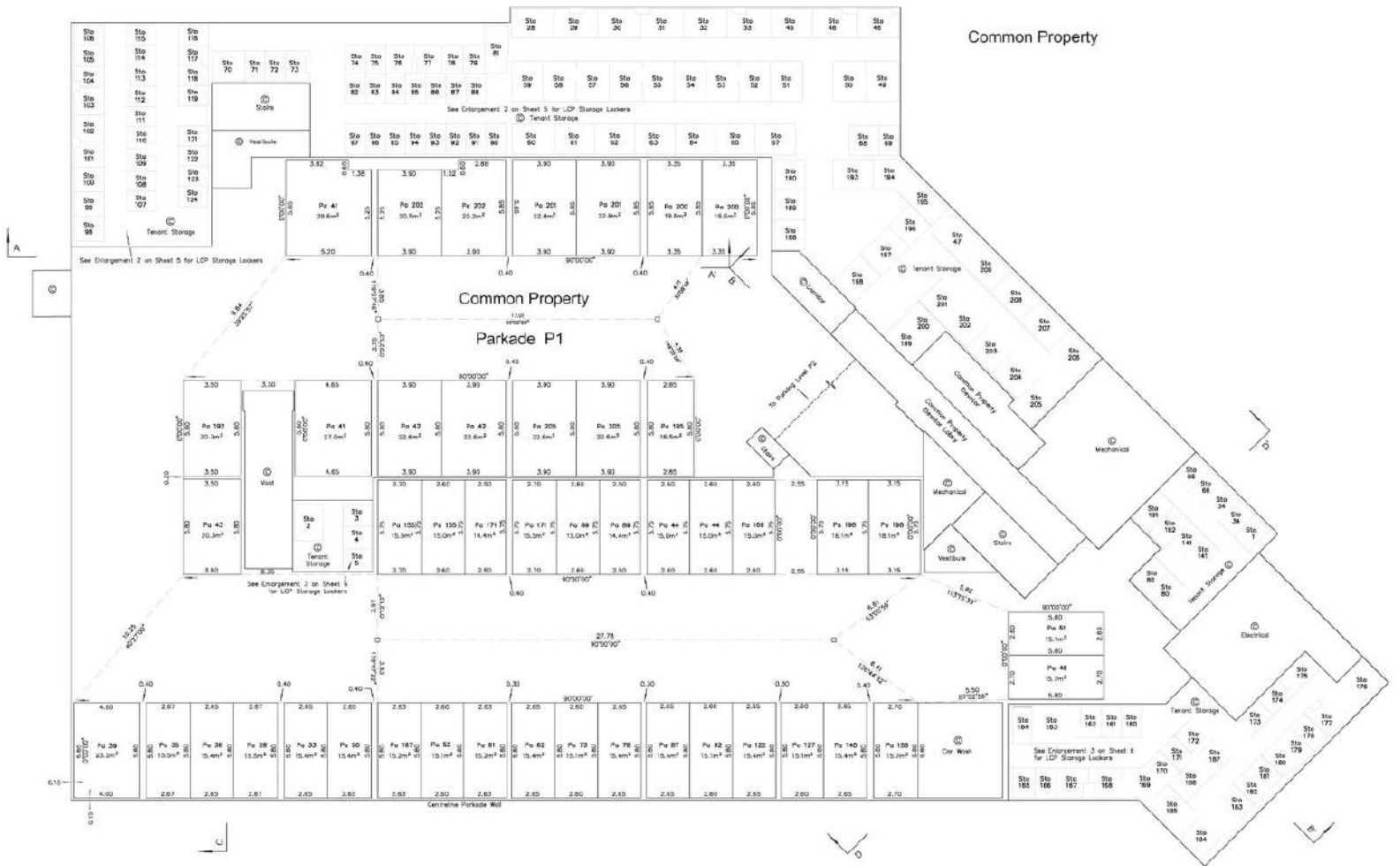


Sheet 3 of 34 Sheets
STRATA PLAN EPS10329

Parking Level P1/Level 0
Enlargement 1 of LCP Parking Stalls

Sheet 4 of 34 Sheets
STRATA PLAN EPS10329

0 1.25 2.5 5 7.5 10 12.5
The intended plot size of this plan is 854mm in width by 560mm in height (3/4" x 2 1/4") when plotted at a scale of 1:125.
All distances are in metres and decimals thereof.
Unless otherwise noted, all building corners offset by multiples of 40' from the given reference bearing.

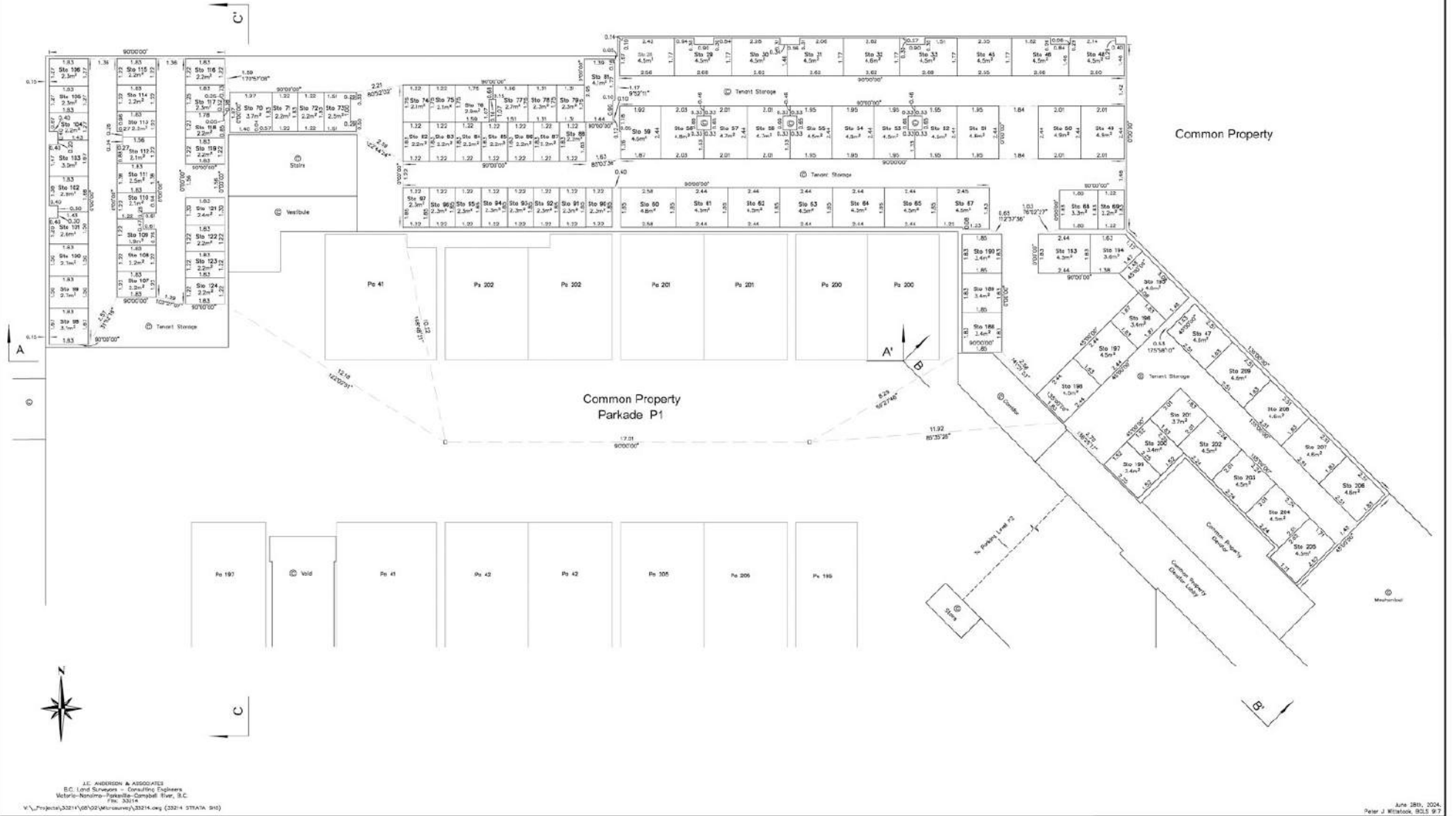


J.C. ANDERSON & ASSOCIATES
B.C. Land Surveyors - Consulting Engineers
Victoria-Non-Profit-Paradise-Campbell River, B.C.
P.O. Box 333, 4
V:\Projects\33211\02\02\Microarray\33211.dwg (33211 STRATA PLAN)

Parking Level P1/Level 0
Enlargement 2 of LCP Storage Lockers

Sheet 5 of 34 Sheets
STRATA PLAN EPS10329

The intended plot size of this plan is 854mm in width by 360mm in height (34' x 14') when plotted at a scale of 1:60
All distances are in metres and decimals thereof
Unless otherwise noted, all building corners defined by multiples of 45° from the given reference bearing



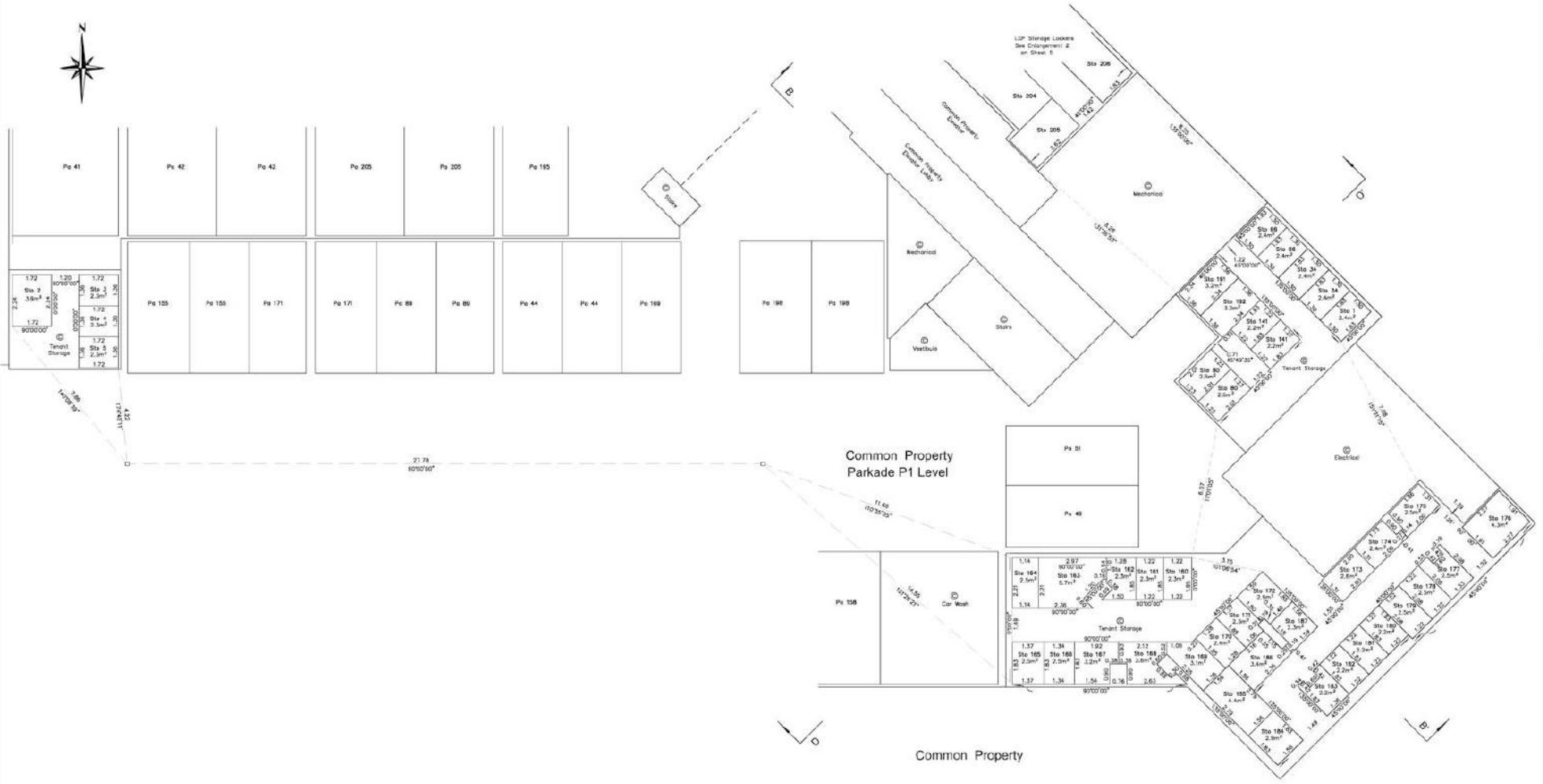
J.E. ANDERSON & ASSOCIATES
B.C. Land Surveyors - Consulting Engineers
Victoria-Nonantum-Parkside-Campbell River, B.C.
P.O. Box 333-14
V:\Projects\33211\001\02\Microsurvey\33214.dwg (33214 STRATA 510)

June 28th, 2024
Peter J. Whitlock, B.S.L.S. #12

Parking Level P1/Level 0
Enlargement 3 of LCP Storage Lockers

Sheet 6 of 34 Sheets
STRATA PLAN EPS10329

0 0.5 1.0 2.0 4.0 8.0
The intended plot size of this plan is 854mm in width by 360mm in height (3/4" x 1 1/2") when plotted at a scale of 1:60
All distances are in metres and decimals thereof
Unless otherwise noted, all building corners offset by multiples of 45° from the given reference bearing



J.E. ANDERSON & ASSOCIATES
B.C. Land Surveyors - Consulting Engineers
Victoria-Non-Profit-Parkside-Campbell River, B.C.
P.O. Box 33314
V:\Projects\33211\02\Microsurvey\33214.dwg (33214 STRATA 016)

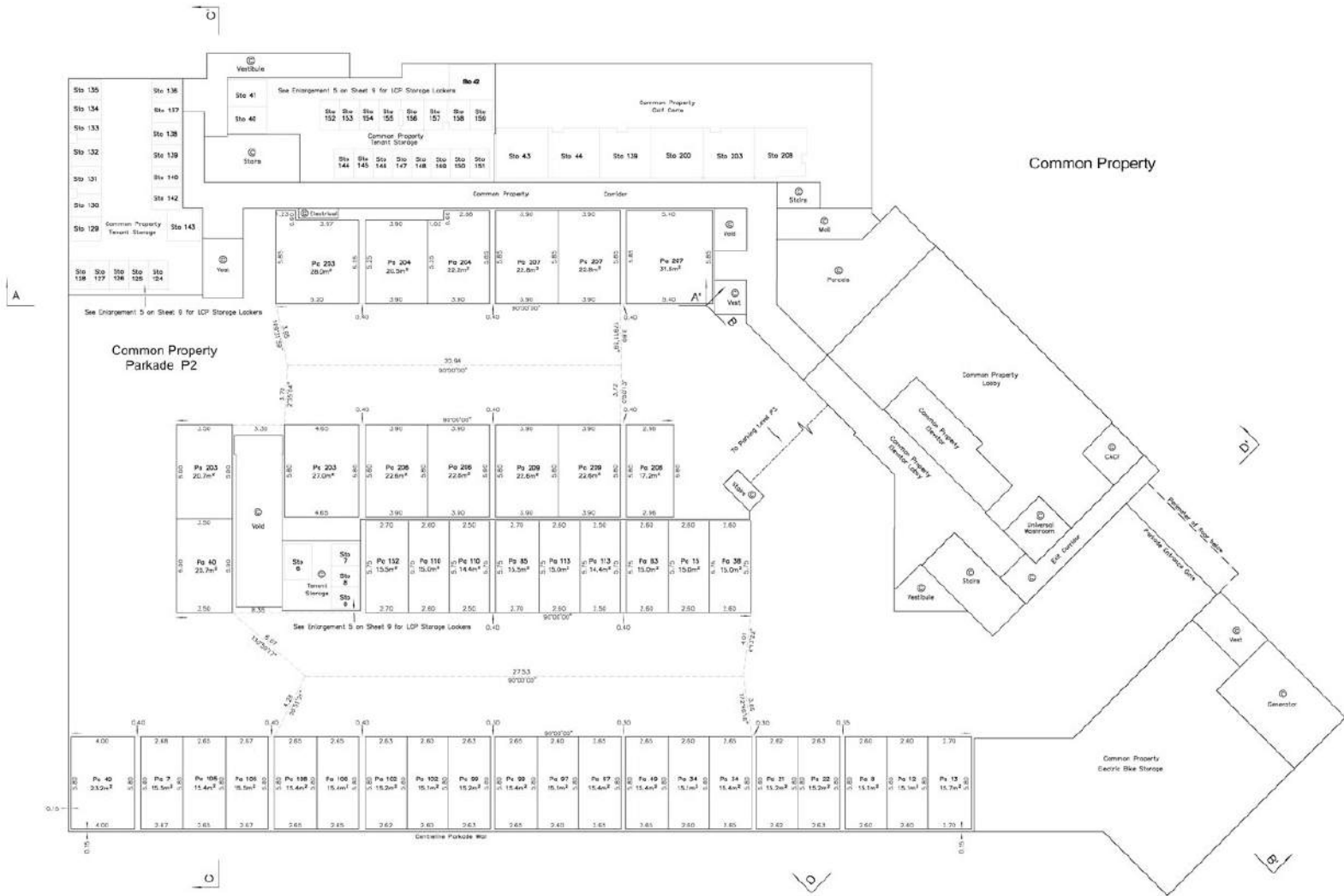
June 2024, 2024
Peter J. WITKOSKI, S.C.L.S. 912

Parking Level P2/Level 1
Enlargement 4 of LCP Parking Stalls

Sheet 8 of 34 Sheets
STRATA PLAN EPS10329

0' 1.50' 2.0' 3' 7.5' 10' 12.0'
The increased plot size of this plan is 854mm in width by 360mm in height (3' x 4') when plotted at a scale of 1:125.

All distances are in metres and calculate thereof
Unless otherwise noted, all building corners offset by multiples of 45° from the given reference bearing.



J.E. ANDERSON & ASSOCIATES
B.C. Land Surveyors - Consulting Engineers
Victoria-Non-Profit-Parkville-Campbell River, B.C.
P.O. Box 333, 4
V:\Projects\33211\33211\33211\33211.dwg (33211 STRATA PLAN 316)

Parking Level P2/Level 1
Enlargement 5 of LCP Storage Lockers

Sheet 8 of 34 Sheets
STRATA PLAN EPS10329

The intended plot size of this plan is 854mm in width by 360mm in height (2' x 1'2") when plotted at a scale of 1:600
All distances are in metres and decimals thereof
Unless otherwise noted, all building corners offset by multiples of 40' from the given reference bearing



Common Property

Common Property

Common Property
Parkade P2

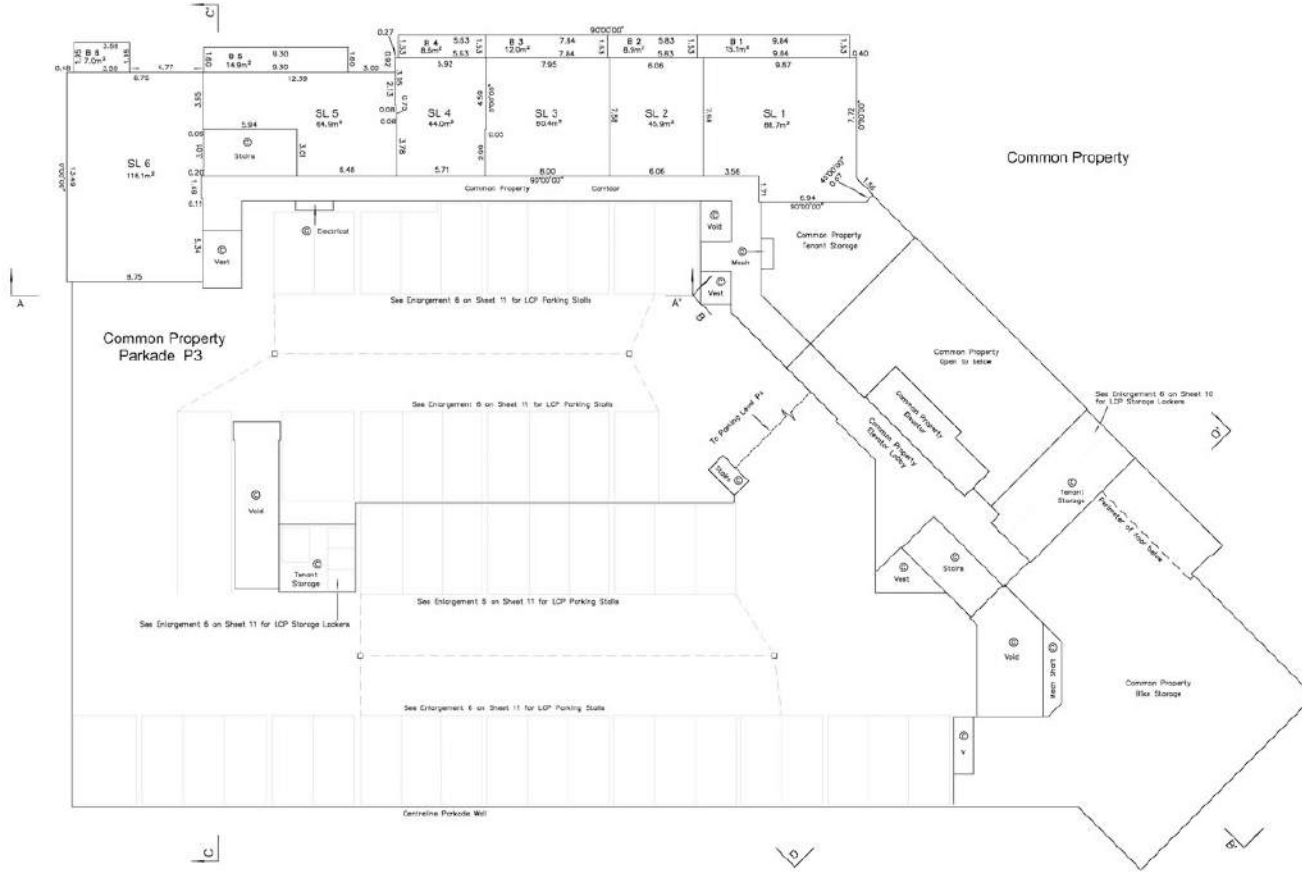
J.E. ANDERSON & ASSOCIATES
E.C. Lind-Schaefer - Consulting Engineers
Victoria-Nanaimo-Parksville-Campbell River, B.C.
File: 33314
V:\Projects\33211\02\02\Microrevs\33214.dwg (23214 STRATA 201)

June 2011, 2014
Peter J. Wintakos, B.C.E. 912

Parking Level P3/Level 2
Strata Lots 1 to 6

Sheet 10 of 34 Sheets
STRATA PLAN EPS10329

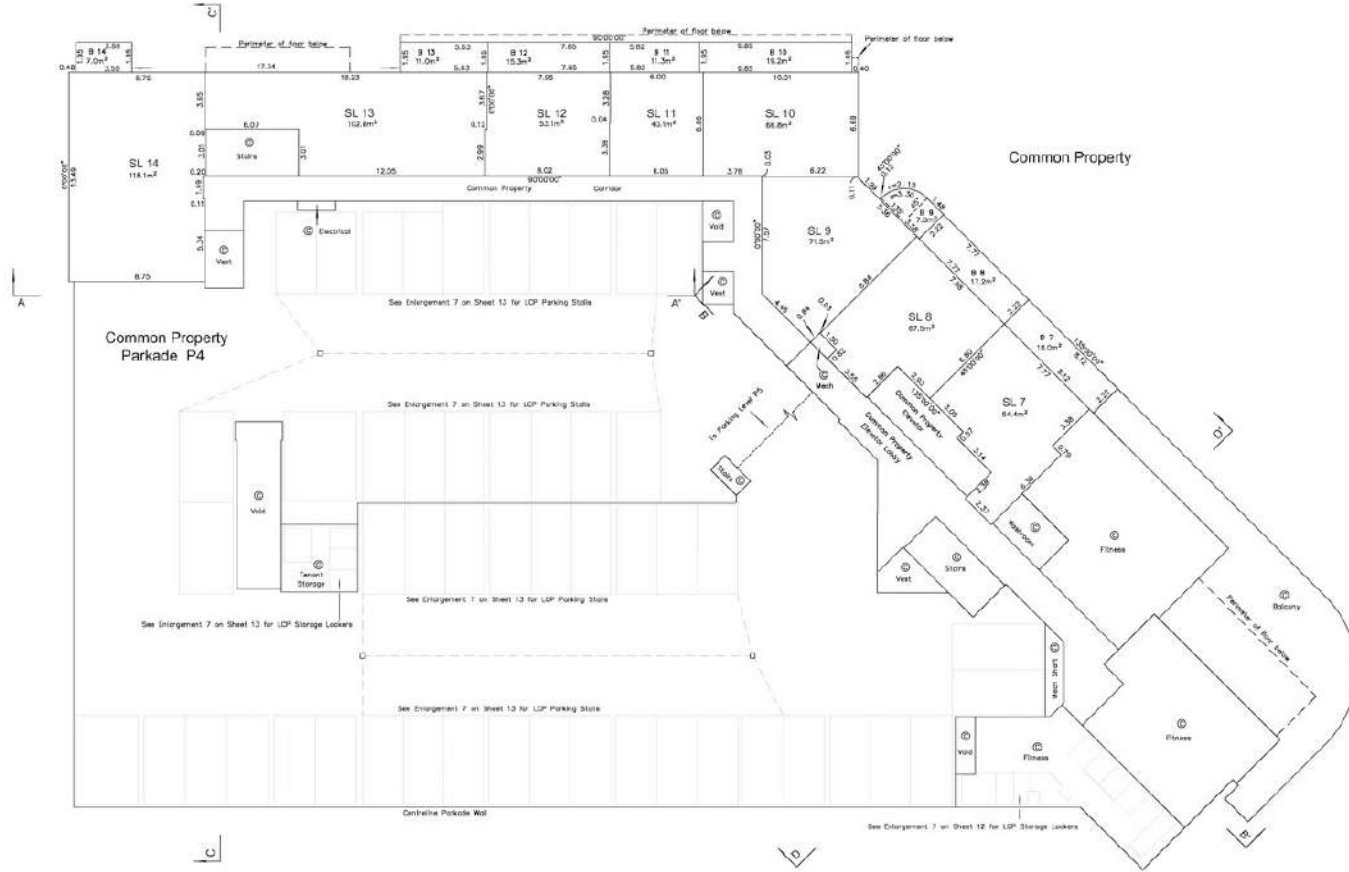
The intended plot size of this plan is 850mm in width by 560mm in height (D size) when plotted at a scale of 1:100.
All distances are in metres and decimals thereof.
Unless otherwise noted, all building corners reflect by multiples of 45° from the given reference bearing.



Parking Level P4/Level 3
Strata Lots 7 to 14

Sheet 12 of 34 Sheets
STRATA PLAN EPS10329

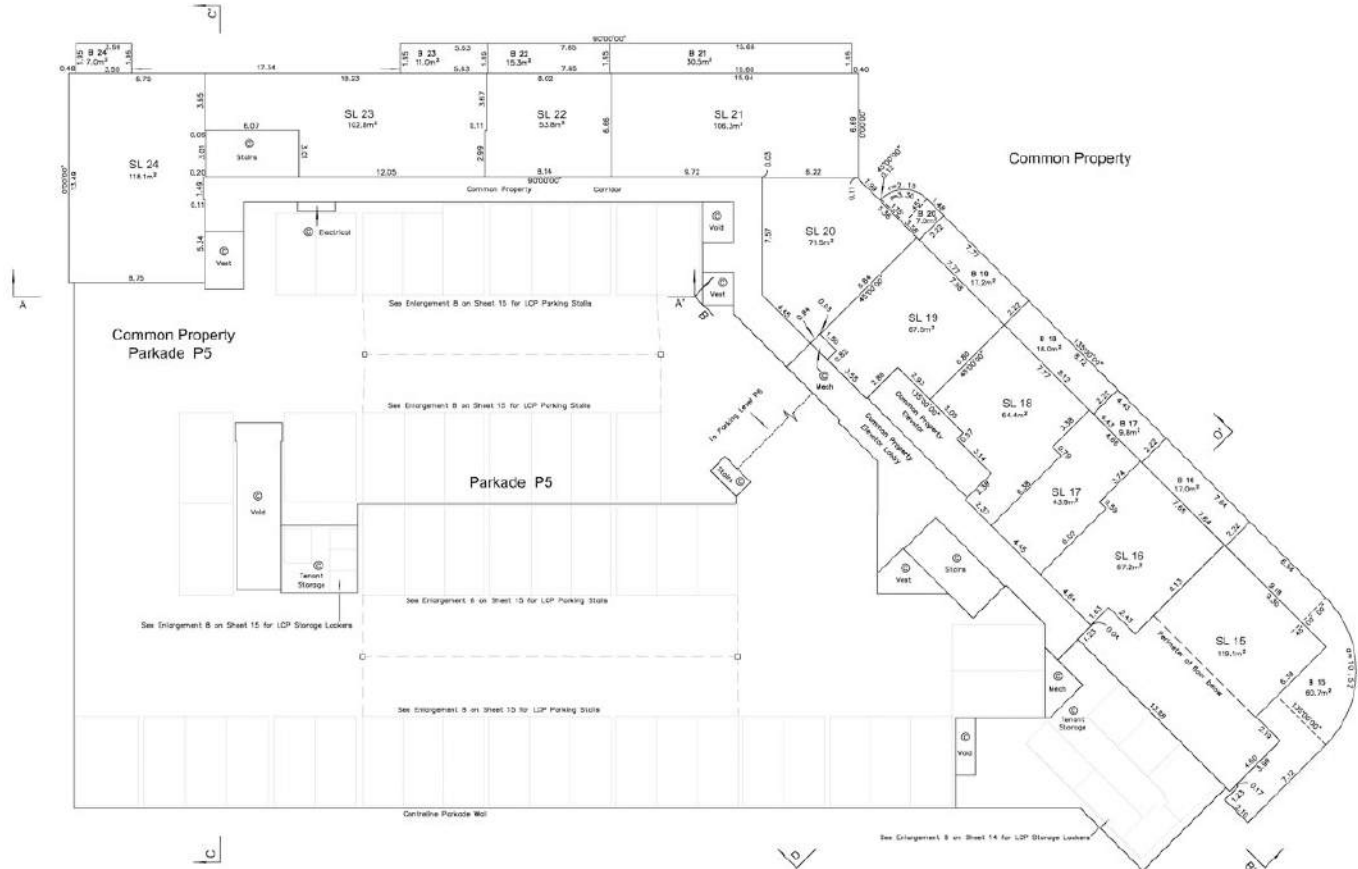
The intended plot size of this plan is 861mm in width by 560mm in height (D size) when printed at a scale of 1:100.
All distances are in metres and decimals thereof.
Unless otherwise noted, all building corners reflect by multiples of 45° from the given reference bearing.



Parking Level P5/Level 4
Strata Lots 15 to 24

Sheet 14 of 34 Sheets
STRATA PLAN EPS10329

The intended plot size of this plan is 850mm in width by 560mm in height (D size) when printed at a scale of 1:100.
All distances are in metres and decimals thereof.
Unless otherwise noted, all building corners reflect by multiples of 45° from the given reference bearing.



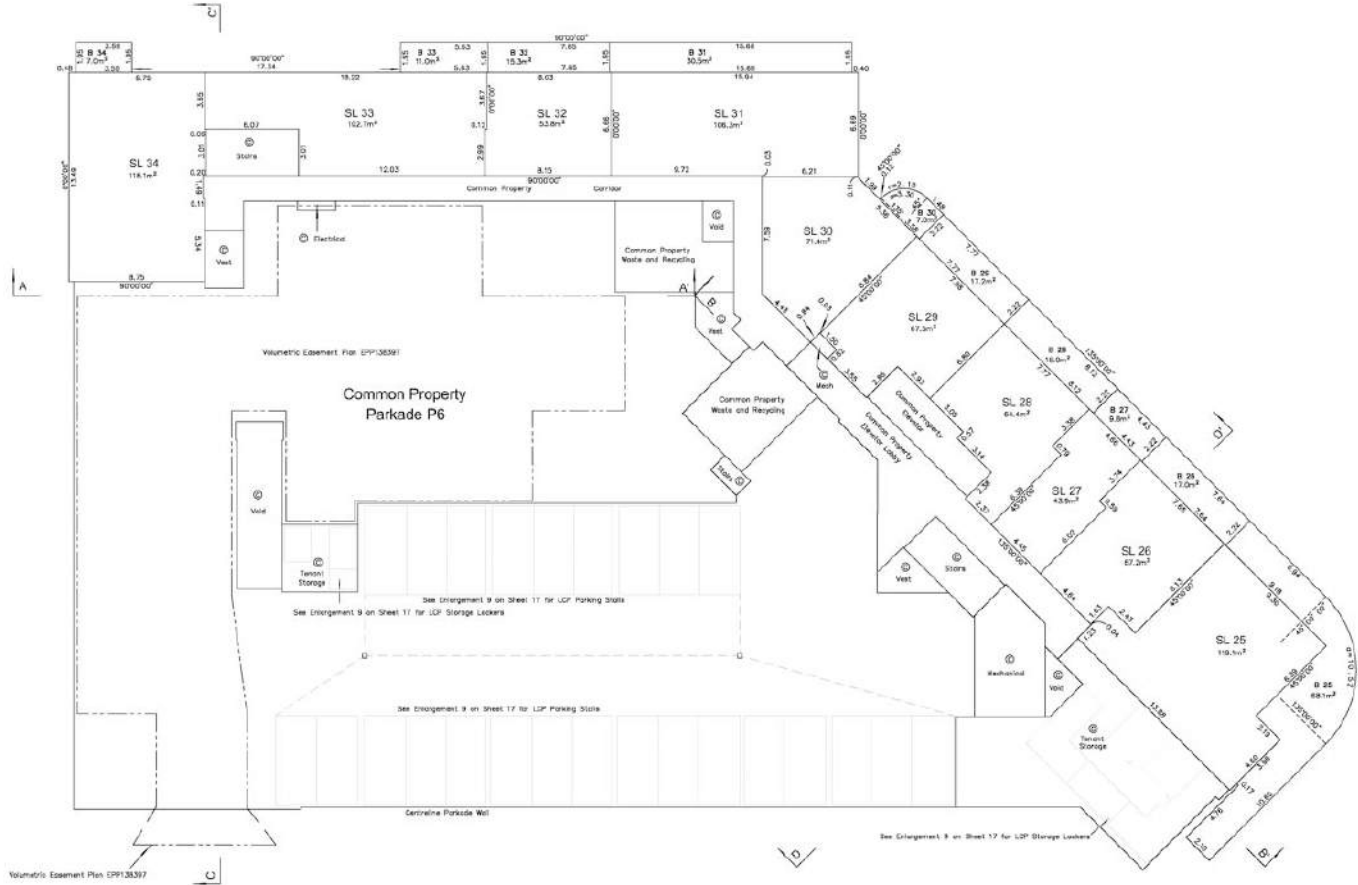
J.E. ANDERSON & ASSOCIATES
B.C. Land Surveyors - Consulting Engineers
Victoria-Korophan-Parkside-Cornwall River, B.C.
File: 2324
K:\Projects\3324\VR\01\Morris\04\3324.dwg (13214 STRATA SH4)

June 28th, 2024
Peter J. Whitlock, BCLS 917

Parking Level P6/Level 5
Strata Lots 25 to 34

The intended plot size of this plan is 850mm in width by 560mm in height (D size) when printed at a scale of 1:100.
All distances are in metres and decimals thereof.
Unless otherwise noted, all building corners reflect by multiples of 90° from the given reference bearing.

Sheet 16 of 34 Sheets
STRATA PLAN EPS10329

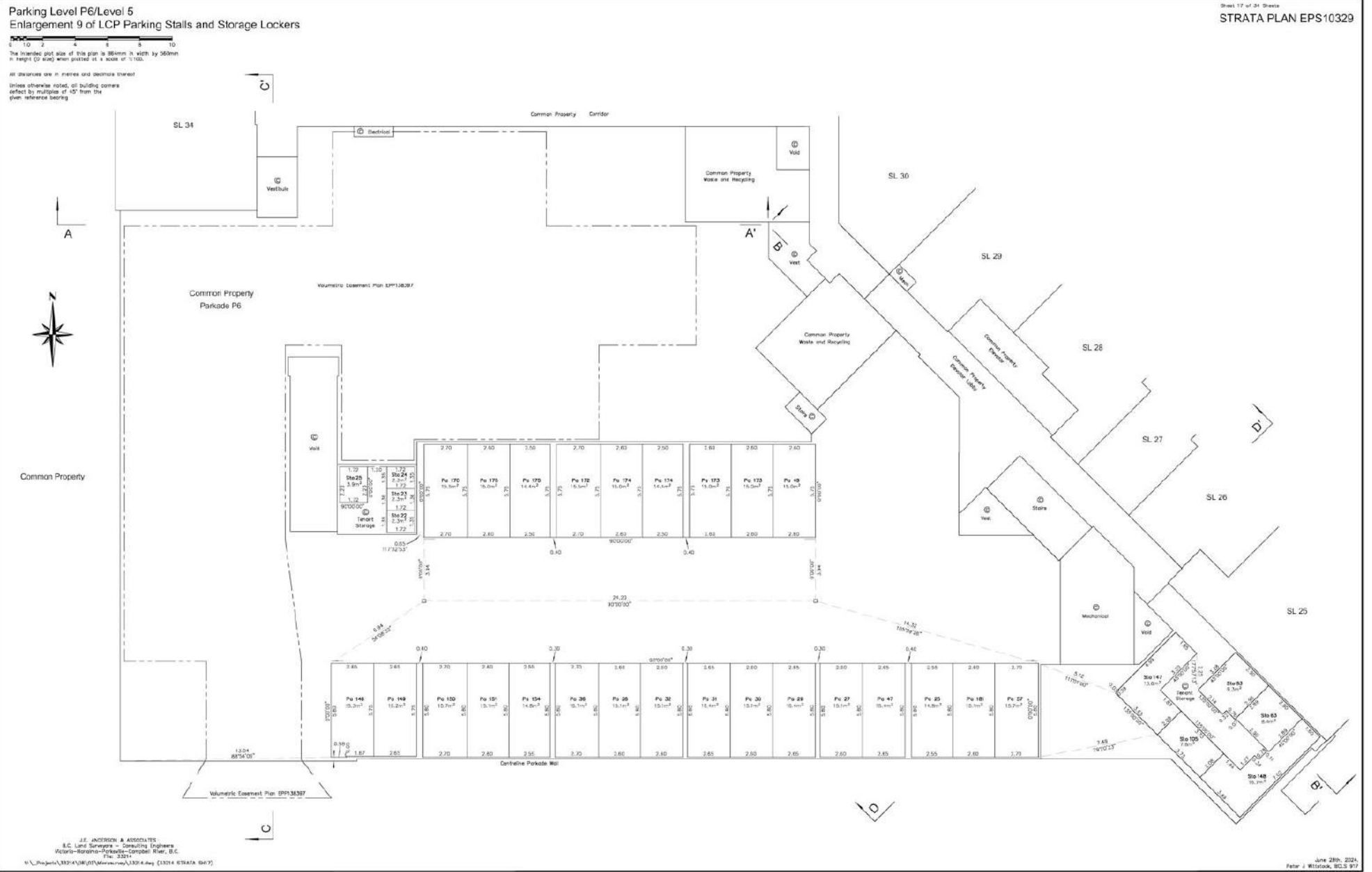


Parking Level P6/Level 5
Enlargement 9 of LCP Parking Stalls and Storage Lockers

Sheet 17 of 34 Sheets
STRATA PLAN EPS10329

0 1 2 3 4 5 6 7 8 9 10
The intended plot size of this plan is 850mm in width by 560mm in height (D size) when printed at a scale of 1:100.
All dimensions are in metres and decimal thereof.
Unless otherwise noted, all building corners reflect by multiples of 45° from the given reference bearing.

All dimensions are in metres and decimal thereof.
Unless otherwise noted, all building corners reflect by multiples of 45° from the given reference bearing.



J.F. ANDERSON & ASSOCIATES
E.C. Lind Sweeney - Consulting Engineers
Victoria-Roseville-Parkville-Tombell River, B.C.
Plan 3324
N:\Projects\3324\VR\05\Main\res\3324.dwg (13214 STRATA SH7)

June 28th, 2024
Peter J. Whitlock, E.C. 3 917

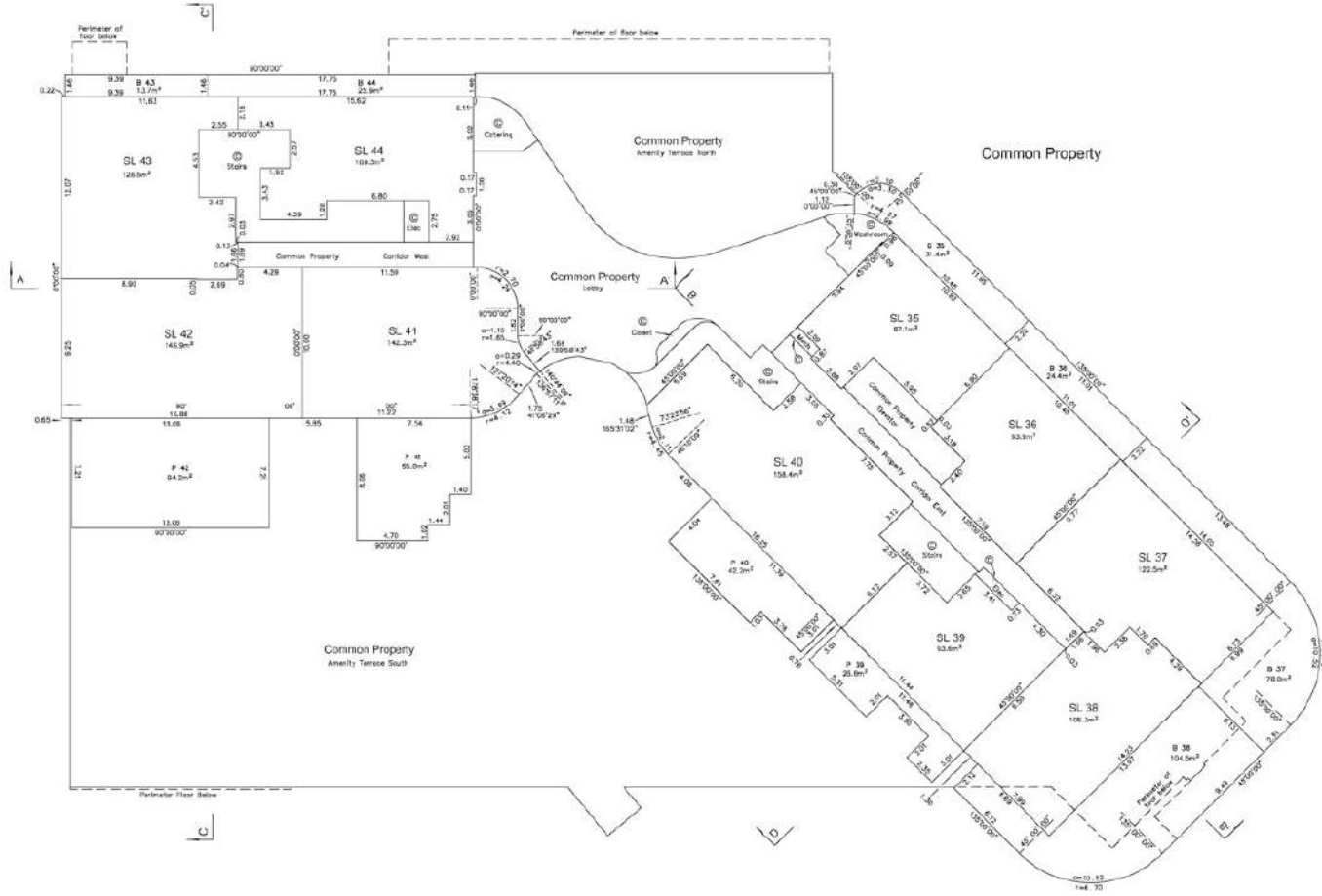
Level 6
Strata Lots 35 to 44

The intended plot size of this plan is 856mm in width by 560mm in height (D size) when printed at a scale of 1:100.

All distances are in metres and decimals thereof.

Unless otherwise noted, all building corners reflect by multiples of 45° from the given reference bearing.

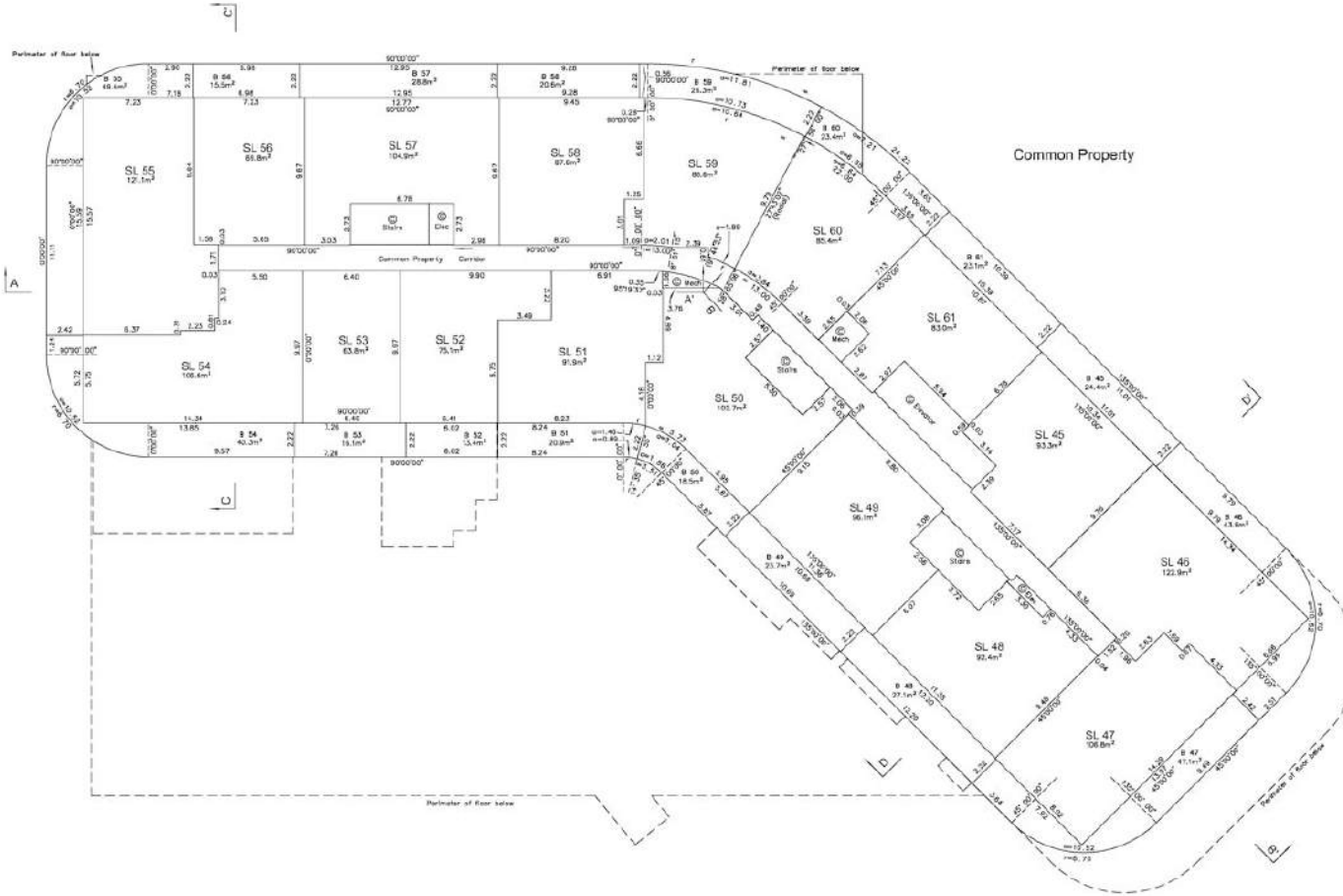
Sheet 18 of 34 Sheets
STRATA PLAN EPS10329



Level 7
Strata Lots 45 to 61

Sheet 19 of 34 Sheets
STRATA PLAN EPS10329

The intended plot size of this plan is 850mm in width by 560mm in height (D size) when printed at a scale of 1:100.
All distances are in metres and decimals thereof.
Unless otherwise noted, all building corners reflect by multiples of 45° from the given reference bearing.



J.E. ANDERSON & ASSOCIATES
B.C. Land Surveyors - Consulting Engineers
Victoria - Nanaimo - Port Moody - Campbell River, B.C.
File: 3301
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June 29th, 2024
Peter J. Whitlock, B.C.S. 917

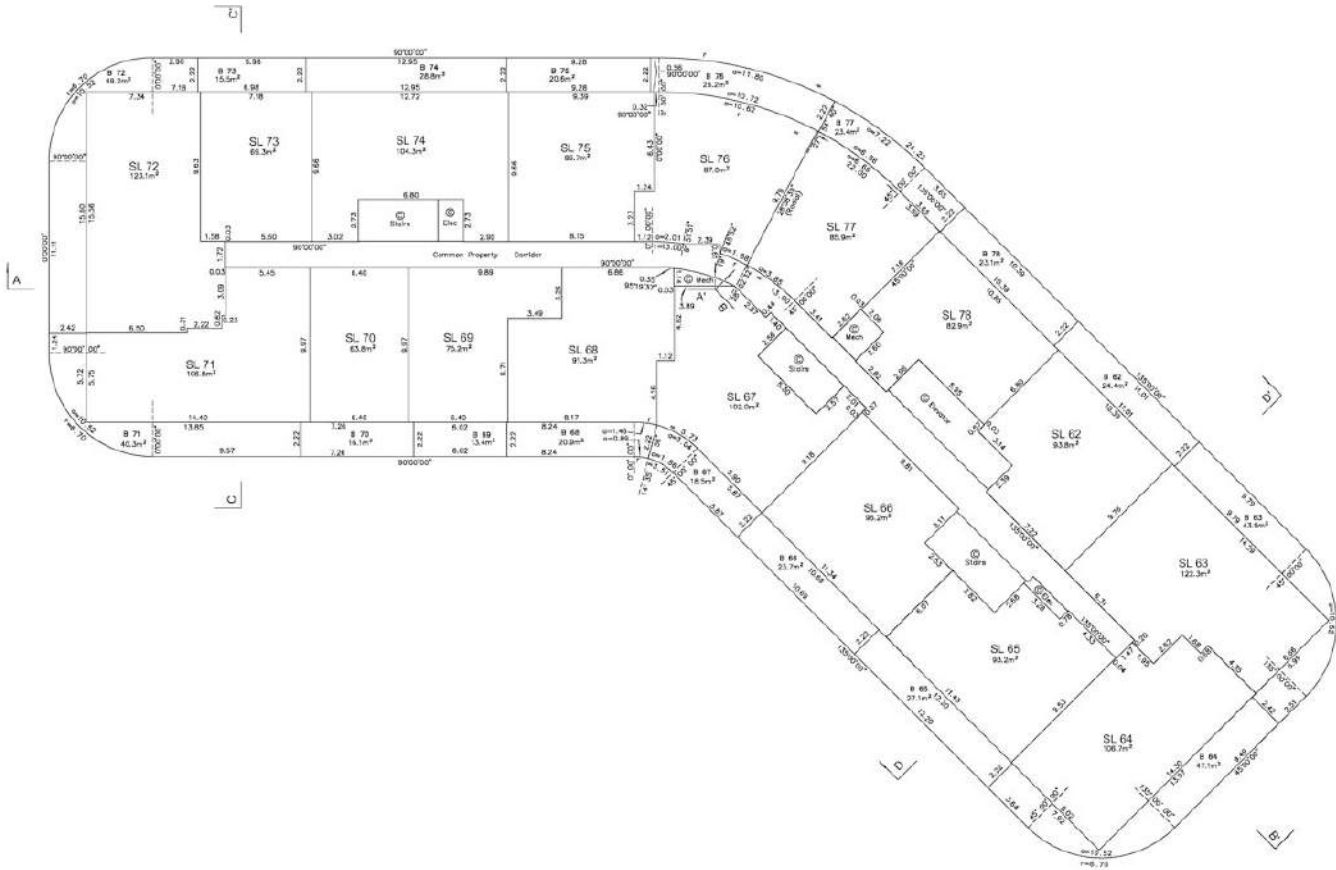
Level 8
Strata Lots 62 to 78

The intended plot size of this plan is 850mm in width by 560mm in height (D size) when printed at a scale of 1:100.

All distances are in metres and decimals thereof.

Unless otherwise noted, all building corners defined by multiples of 45° from the given reference bearing.

Sheet 20 of 34 Sheets
STRATA PLAN EPS10329



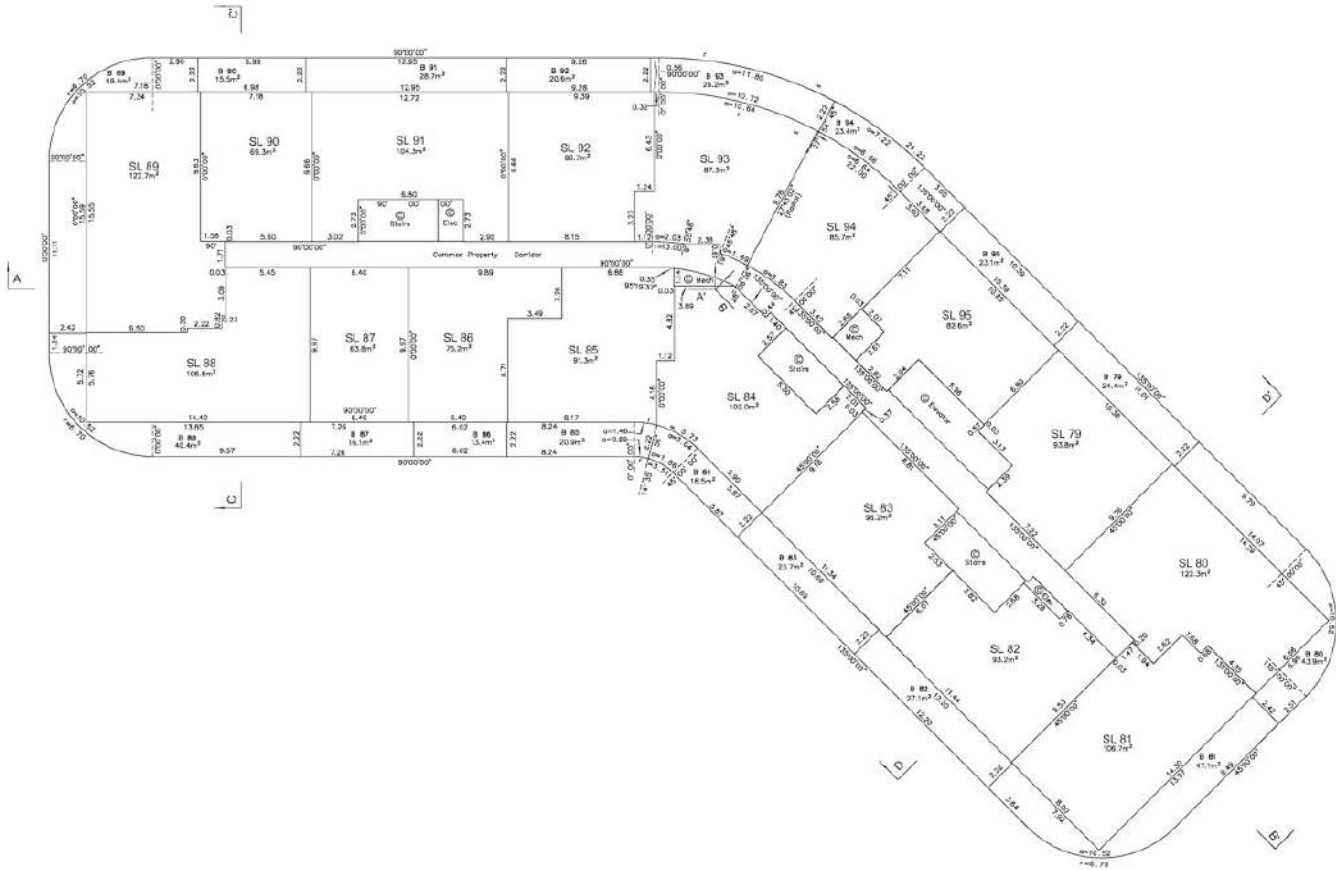
Level 9
Strata Lots 79 to 95

The intended plot size of this plan is 850mm in width by 560mm in height (D size) when printed at a scale of 1:100.

All distances are in metres and decimals thereof.

Unless otherwise noted, all building corners defined by multiples of 45° from the given reference bearing.

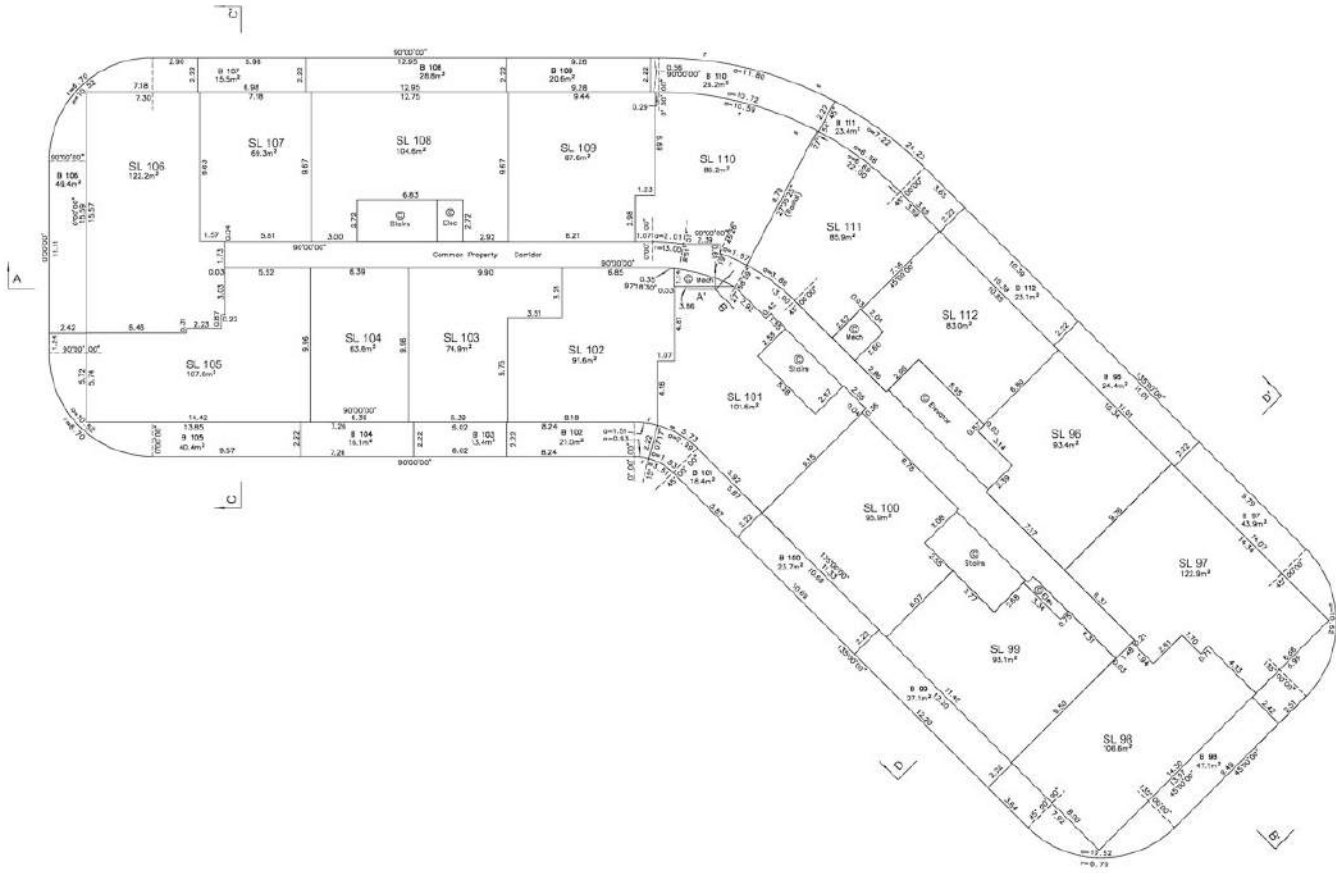
Sheet 21 of 34 Sheets
STRATA PLAN EPS10329



Level 10
Strata Lots 96 to 112

0 1 2 3 4 5 6 7 8 9 10
The intended plot size of this plan is 850mm in width by 560mm in height (D size) when printed at a scale of 1:100.
All distances are in metres and decimals thereof.
Unless otherwise noted, all building corners reflect by multiples of 45° from the given reference bearing.

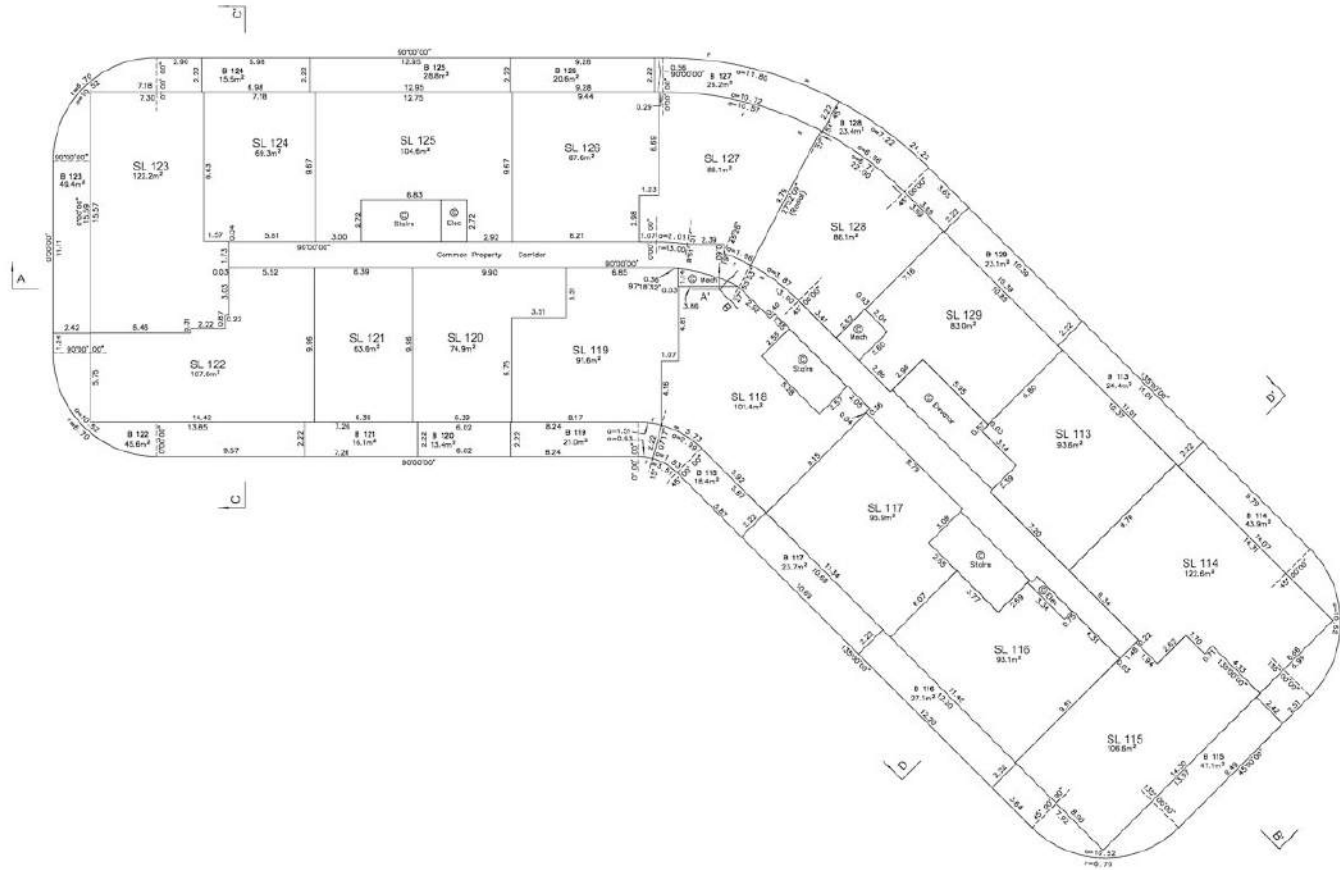
Sheet 22 of 24 Sheets
STRATA PLAN EPS10329



Level 11
Strata Lots 113 to 129

The intended plot size of this plan is 850mm in width by 560mm in height (D size) when printed at a scale of 1:100.
All distances are in metres and decimals thereof.
Unless otherwise noted, all building corners reflect by multiples of 45° from the given reference bearing.

Sheet 23 of 34 Sheets
STRATA PLAN EPS10329



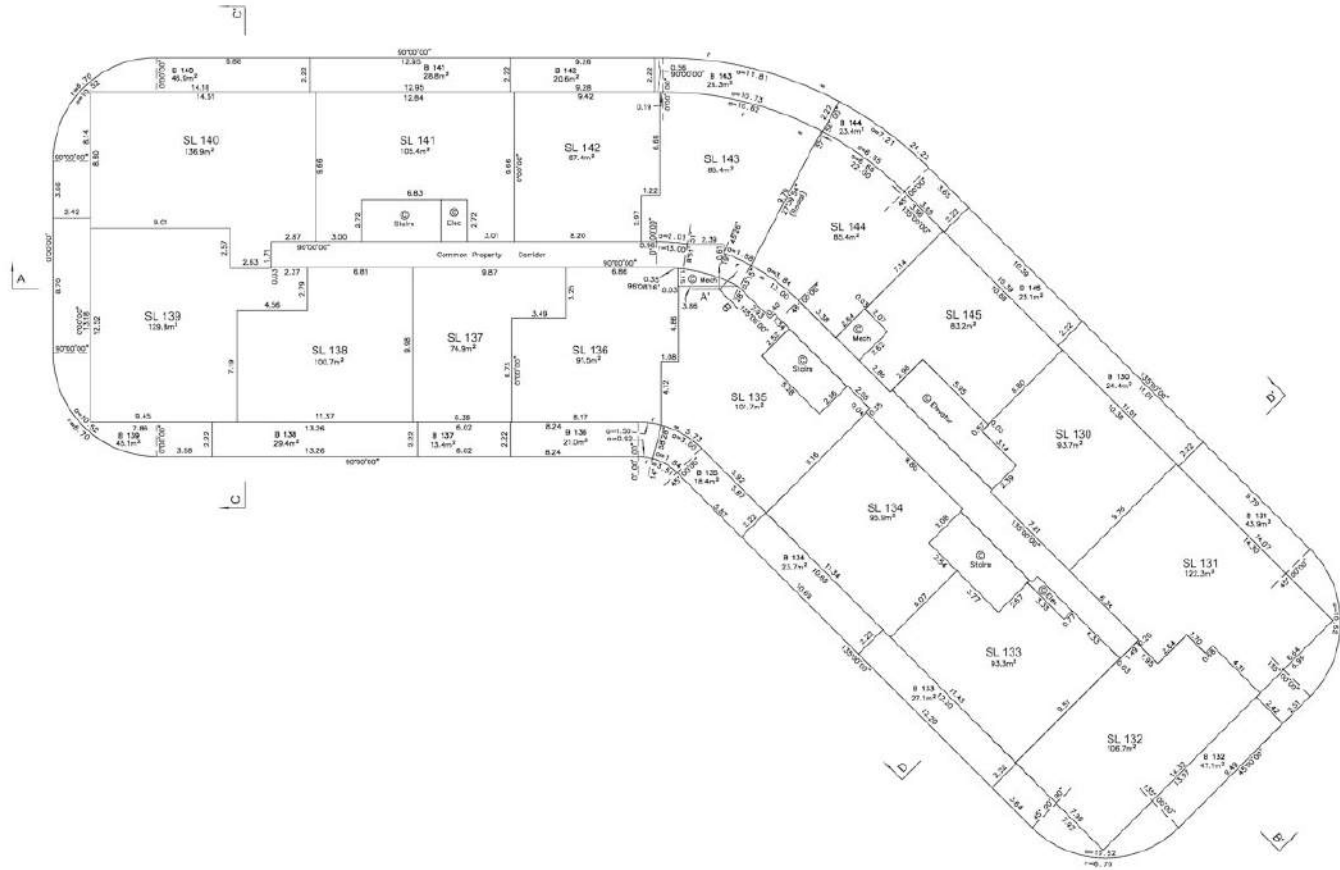
J.E. ANDERSON & ASSOCIATES
B.C. Land Surveyors - Consulting Engineers
Victoria - Nanaimo - Port Moody - Campbell River, B.C.
File: 3301
H:\Projects\3301\4\VR\01\Main\level_11.dwg (13214 STRATA SH3)

June 29th, 2024
Peter J. Whitlock, B.C.L.S. 917

Level 12
Strata Lots 130 to 145

The intended plot size of this plan is 850mm in width by 560mm in height (D size) when printed at a scale of 1:100.
All distances are in metres and decimals thereof.
Unless otherwise noted, all building corners reflect by multiples of 45° from the given reference bearing.

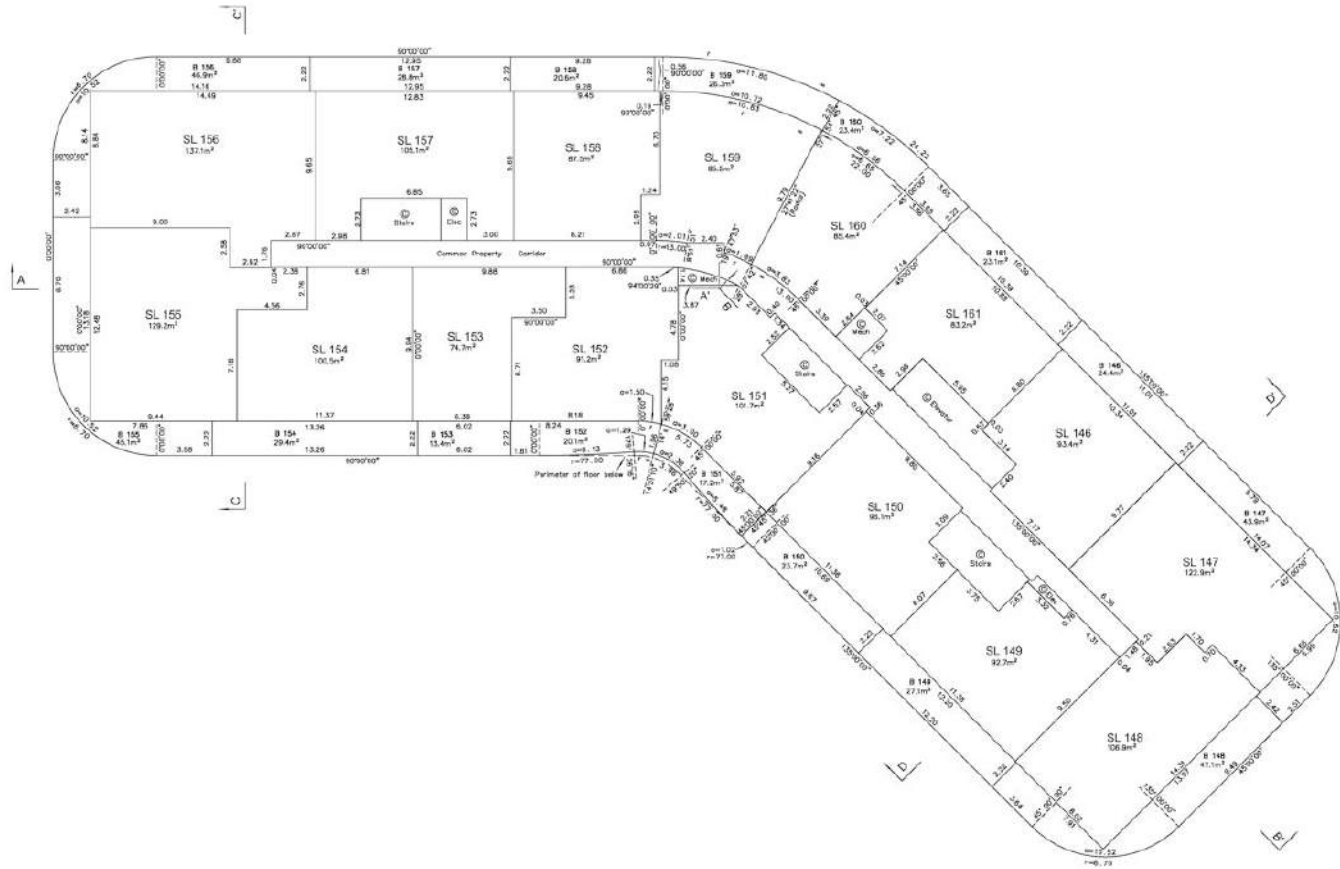
Sheet 24 of 24 Sheets
STRATA PLAN EPS10329



Level 13
Strata Lots 146 to 161

Sheet 25 of 34 Sheets
STRATA PLAN EPS10329

The intended plot size of this plan is 850mm in width by 560mm in height (D size) when printed at a scale of 1:100.
All distances are in metres and decimals thereof.
Unless otherwise noted, all building corners reflect by multiples of 45° from the given reference bearing.



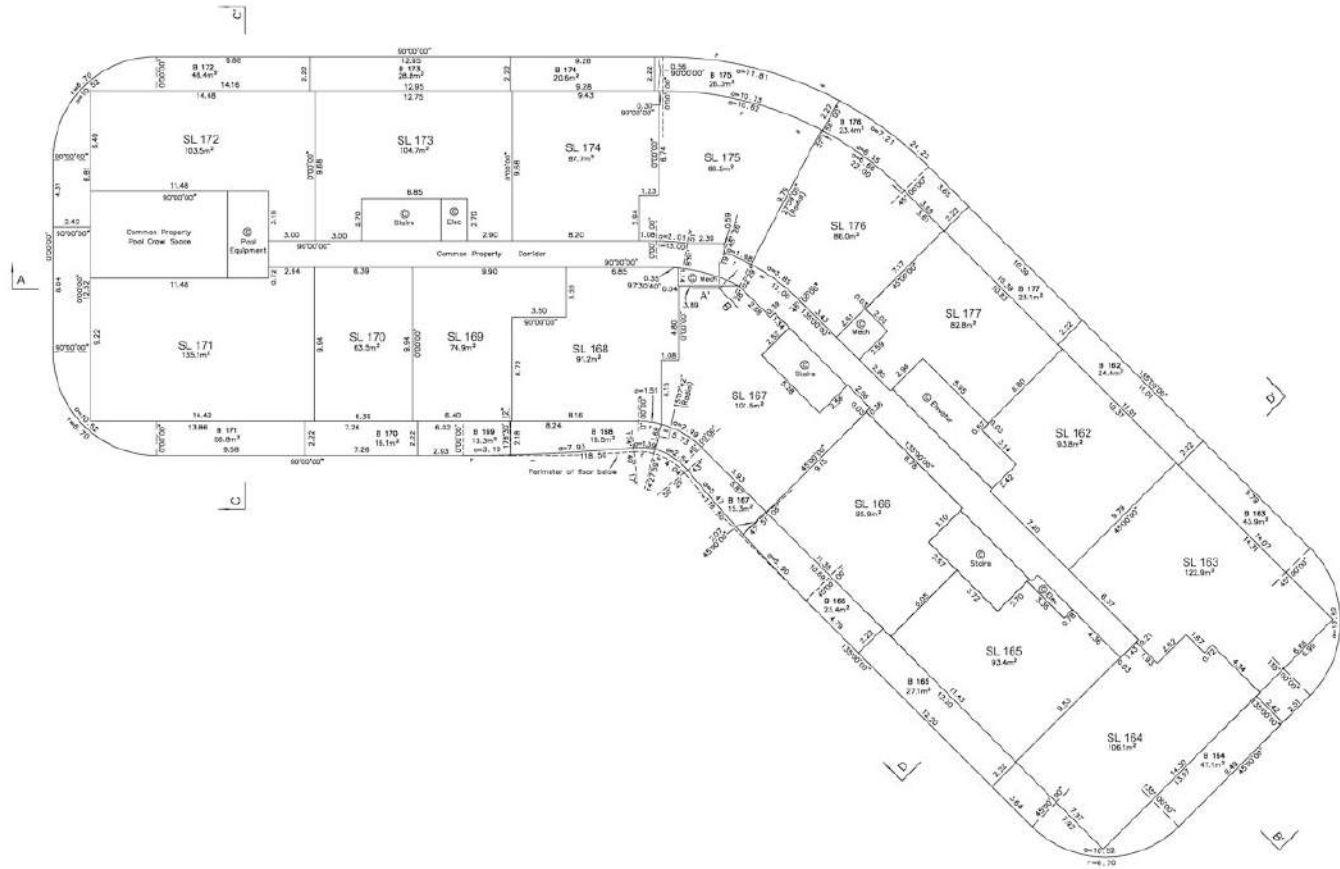
J.E. ANDERSON & ASSOCIATES
B.C. Land Surveyors - Consulting Engineers
Victoria - Nanaimo - Port Moody - Campbell River, B.C.
File: 3301
H:\Projects\3301\A\VR\01\Main\res\3301.dwg (1314 STRATA SHS)

June 29th, 2024
Peter J. Whitlock, B.C.S. 917

Level 14
Strata Lots 162 to 177

The intended plot size of this plan is 856mm in width by 560mm in height (D size) when printed at a scale of 1:100.
All distances are in metres and decimals thereof.
Unless otherwise noted, all building corners reflect by multiples of 45° from the given reference bearing.

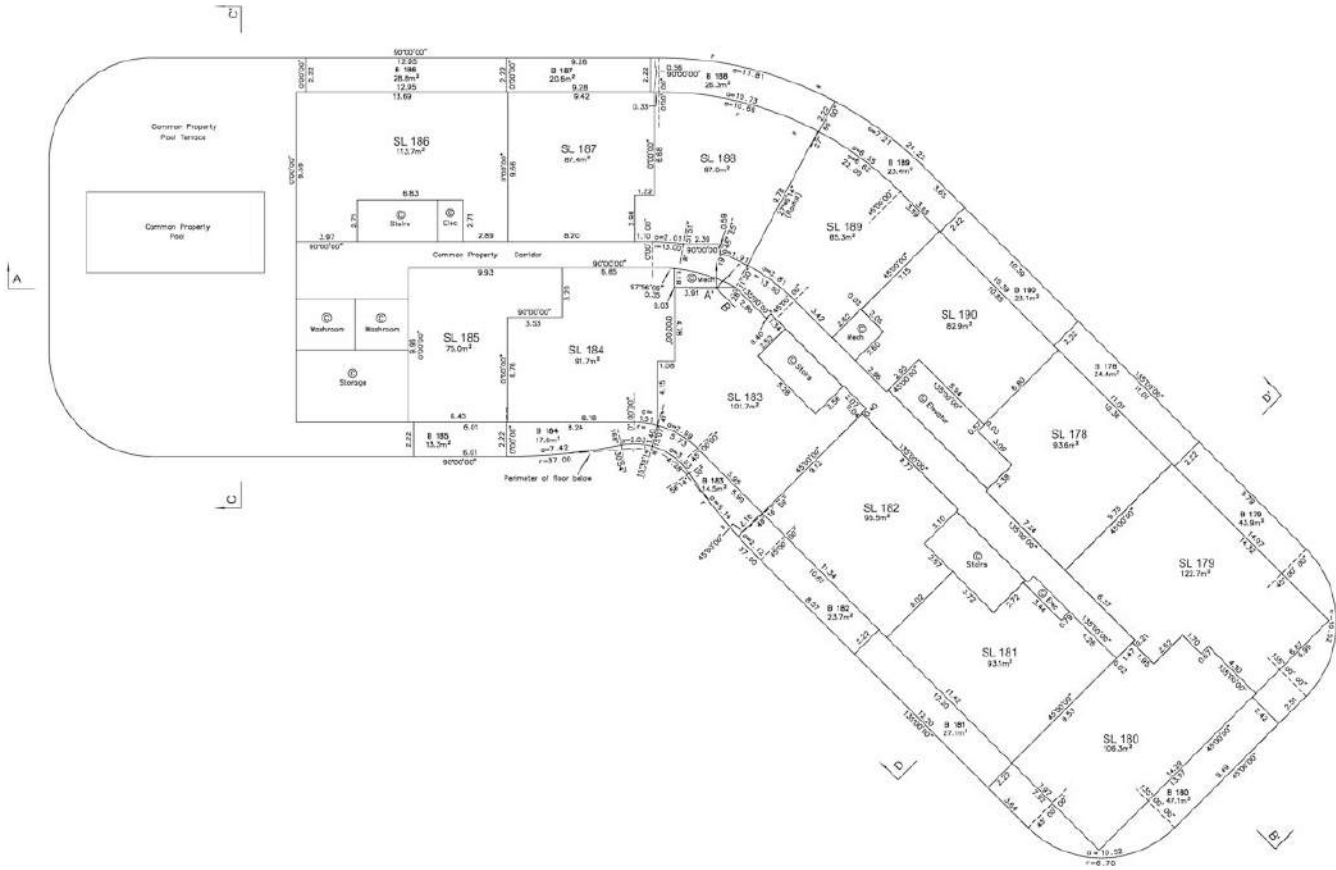
Sheet 26 of 34 Sheets
STRATA PLAN EPS10329



Level 15
Strata Lots 178 to 190

The intended plot size of this plan is 850mm in width by 560mm in height (D size) when printed at a scale of 1:100.
All distances are in metres and decimals thereof.
Unless otherwise noted, all building corners reflect by multiples of 45° from the given reference bearing.

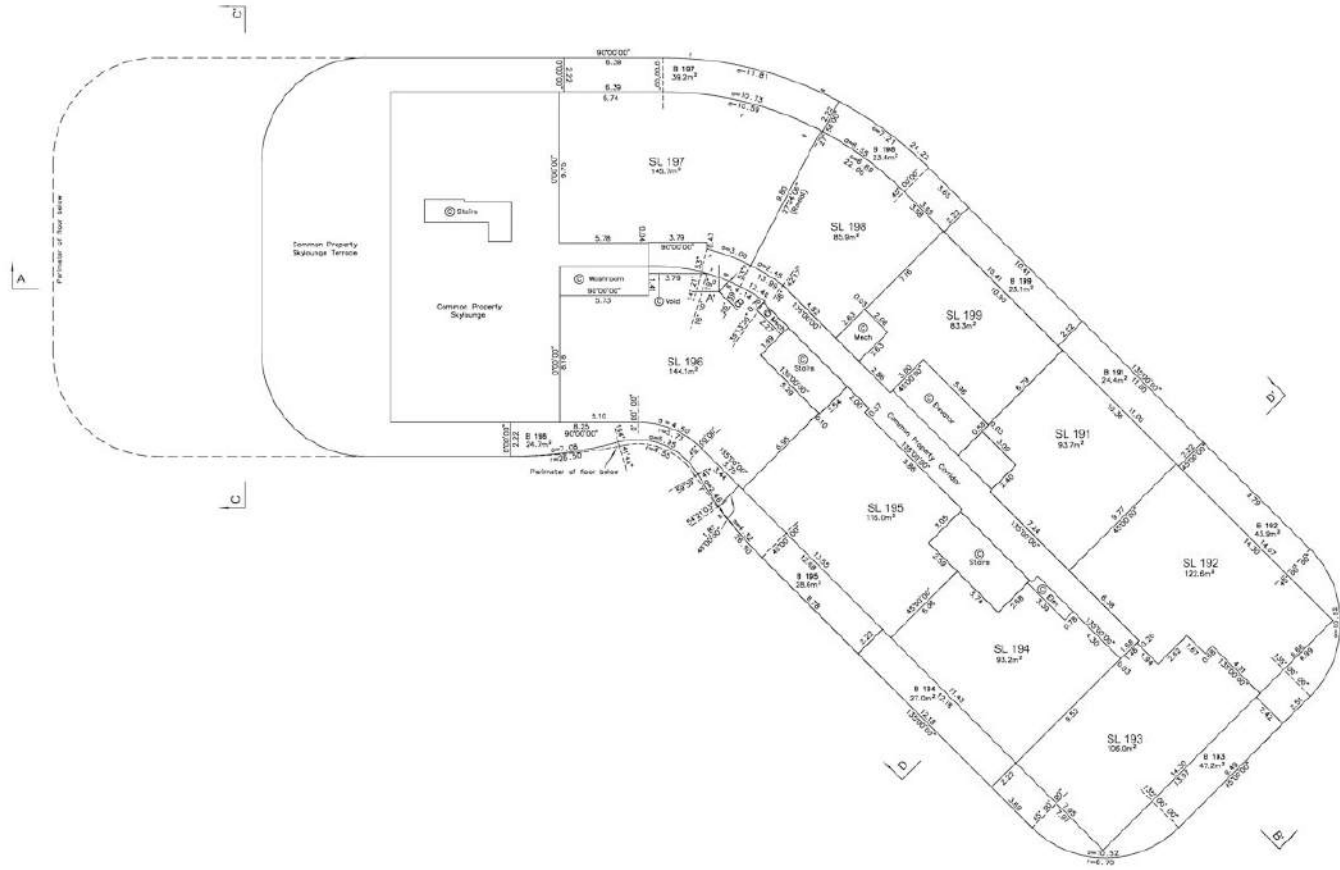
Sheet 27 of 34 Sheets
STRATA PLAN EPS10329



Level 16
Strata Lots 191 to 199

Sheet 28 of 34 Sheets
STRATA PLAN EPS10329

The intended plot size of this plan is 856mm in width by 560mm in height (D size) when printed at a scale of 1/100.
All distances are in metres and decimals thereof.
Unless otherwise noted, all building corners reflect by multiples of 45° from the given reference bearing.



Level 17
Strata Lots 200 to 205

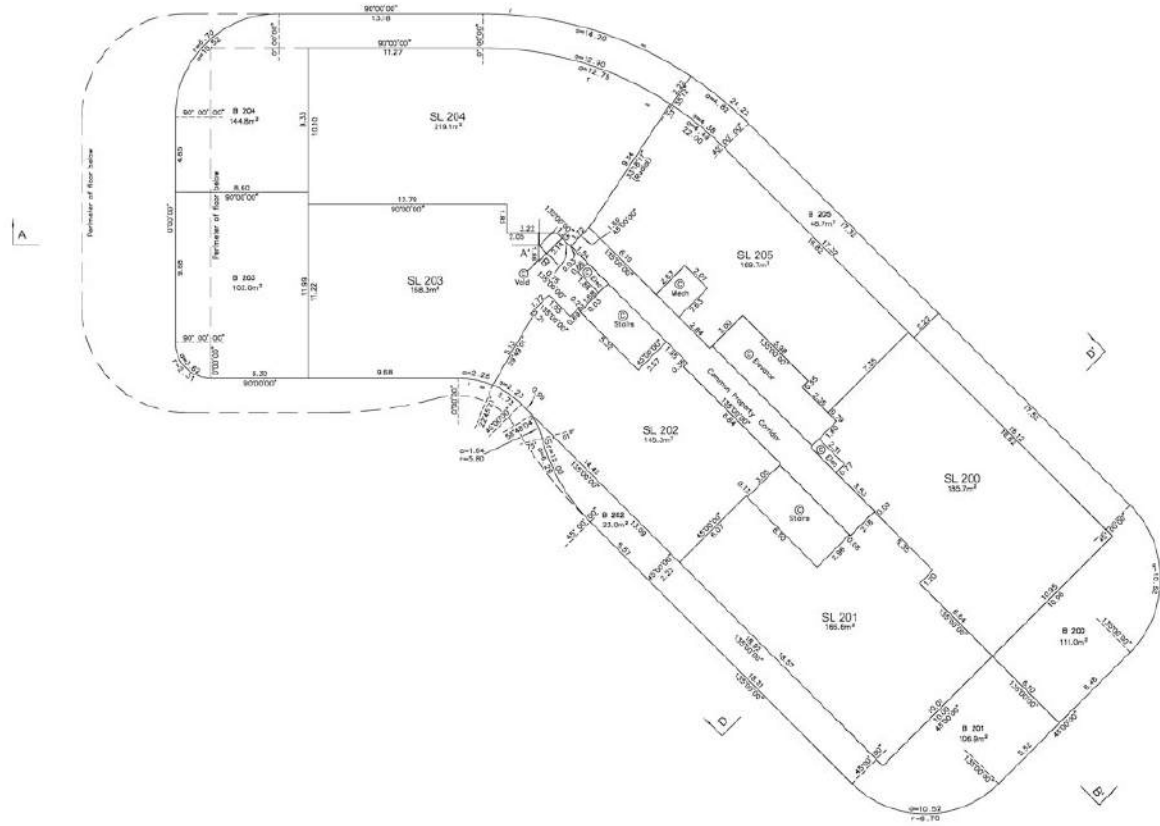
The intended plot size of this plan is 850mm in width by 560mm in height (D size) when printed at a scale of 1:100.

All distances are in metres and decimals thereof.

Unless otherwise noted, all building corners defined by multiples of 45° from the given reference bearing.

Sheet 29 of 34 Sheets

STRATA PLAN EPS10329



J.E. ANDERSON & ASSOCIATES
B.C. Land Surveyors - Consulting Engineers
Victoria - Nanaimo - Port Moody - Campbell River, B.C.
File: 3324
H:\Projects\3324\VR\01\Main\plan\3324.dwg (13214 STRATA 040)

June 29th, 2024
Peter J. Whitlock, B.C.S. 917

Level 18
Strata Lots 206 to 209

The intended plot size of this plan is 856mm in width by 560mm in height (D size) when printed at a scale of 1:100.

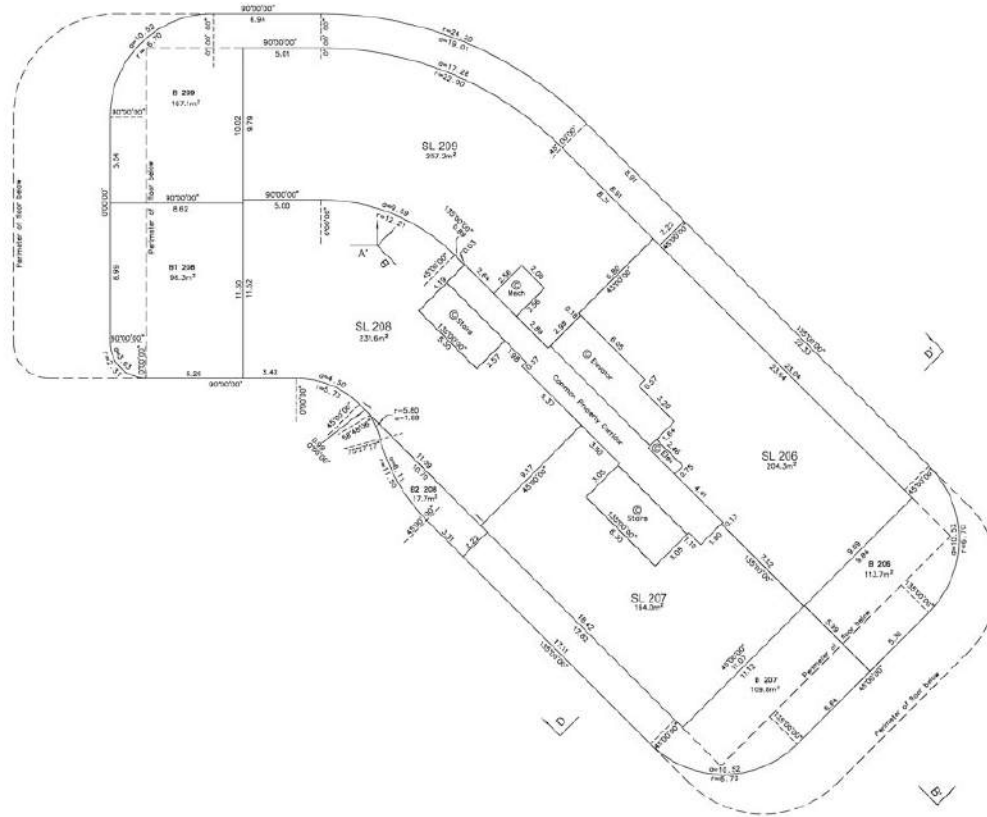
All distances are in metres and decimals thereof.

Unless otherwise noted, all building corners reflect by multiples of 45° from the given reference bearing.

Sheet 30 of 34 Sheets
STRATA PLAN EPS10329



A



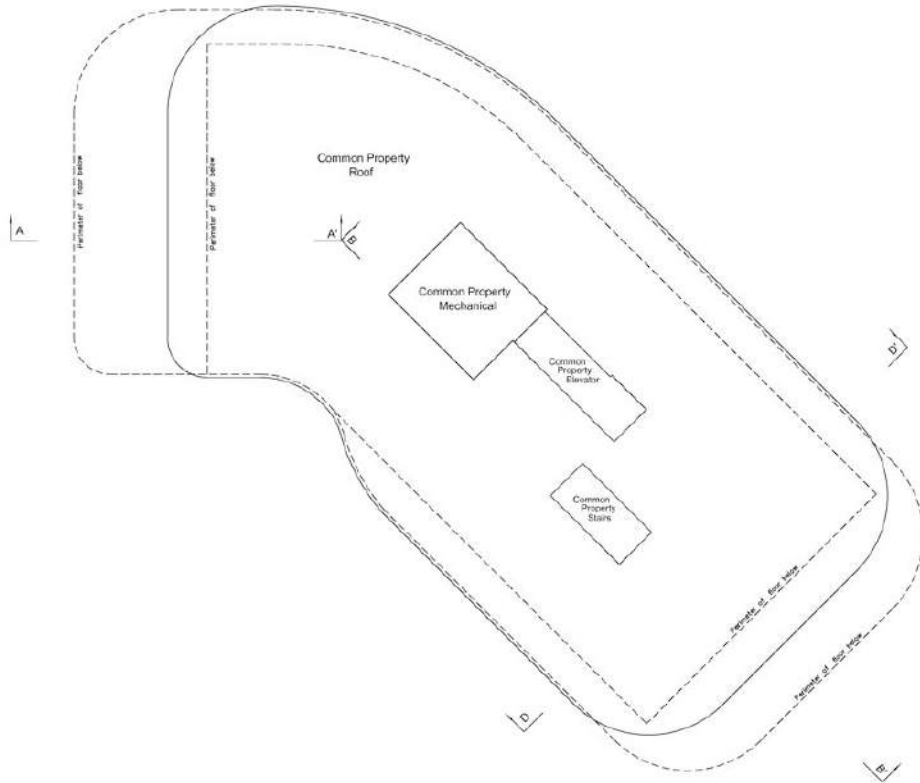
D

B

Level 19
Common Property Main Roof

Sheet 31 of 34 Sheets
STRATA PLAN EPS10329

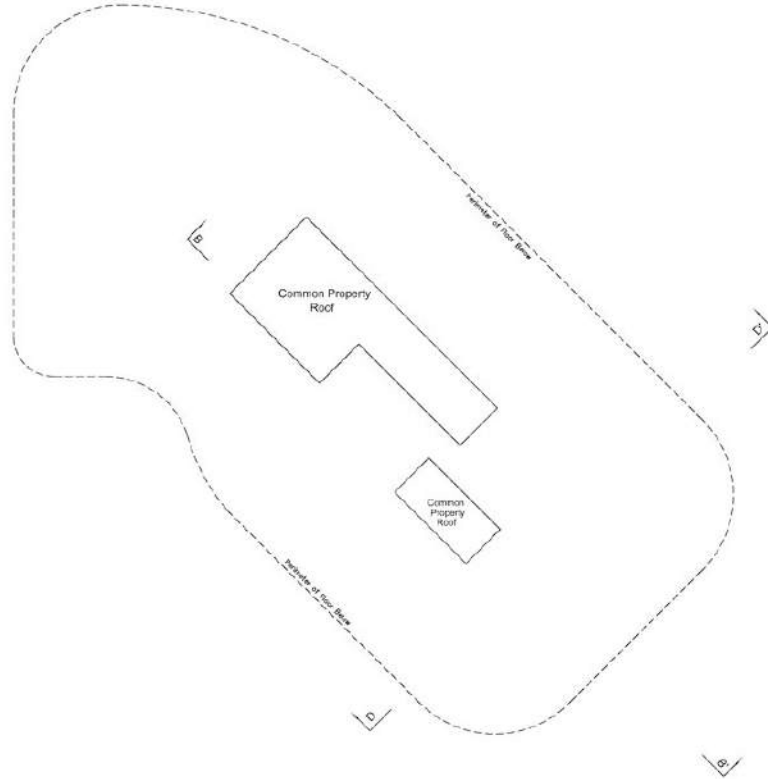
The intended plot size of this plan is 856mm in width by 560mm in height (D size) when printed at a scale of 1:100.



Level 20
Common Property Upper Roof

Sheet 32 of 34 Sheets
STRATA PLAN EPS10329

The intended plot size of this plan is 850mm in width by 560mm in height (D size) when printed at a scale of 1:100.



THE OWNERS, STRATA PLAN EPS10329 One Bear Mountain

STATEMENT OF OPERATING FUND
STRATA CORPORATION

The following documents, including but not limited to the statement of operating funds and insurance declaration, are for reference purposes only and shall not be relied upon. Final documents may be provided upon receipt of a conditional offer.

DESCRIPTION	DEVELOPERS BUDGET
INCOME	
Strata Assessments - Operating	1,028,000.00
Strata Assessments - Reserve	102,800.00
Subtotal	1,130,800.00
OPERATING EXPENSES	
Building Common Areas	
Hydro	40,000.00
Natural Gas	30,000.00
Water & Sewer	80,000.00
FAES Thermal Energy System	258,000.00
Garbage & Recycling	30,000.00
Security/Enterphone	5,000.00
Fire Alarm Servicing/Monitoring	15,500.00
Elevator Maintenance	18,000.00
Electrical	500.00
Plumbing & Heating	500.00
Janitorial	-
Carpet Cleaning	5,000.00
Building Maintenance-General	12,200.00
Parking Lot & Garage	5,000.00
Pest Control	1,000.00
Window Cleaning	6,000.00
Worksafe	500.00
Equipment - General	3,000.00
Air Handling System	-
Supplies - Janitorial	1,000.00
Grounds Maintenance	25,000.00
Irrigation Equipment & Maintenance	500.00
Snow Removal	5,000.00
Insurance	200,000.00
Caretaking Services/Janitorial	50,000.00
Conceirge/ Front Desk	100,000.00
Recreational Facilities	35,000.00
Telephone	6,000.00
Subtotal - Building Common Areas	932,700.00
Administration	
Property Management Fees	80,000.00
Taxes on Management Fees	4,000.00
Administration & Postage	5,000.00
Bank Charges	300.00
Professional Fees	4,000.00
Miscellaneous	2,000.00
Subtotal - Administration	95,300.00
Other Expenses	
Transfer to Reserve	102,800.00
Subtotal - Other Expenses	102,800.00
TOTAL OPERATING EXPENSES	1,130,800.00
NET CASH FLOW - SURPLUS/(DEFICIT)	-
OPENING BALANCE, OPERATING FUND	-
CLOSING BALANCE, OPERATING FUND	-

THE OWNERS, STRATA PLAN EPS10329 One Bear Mountain

STATEMENT OF CONTINGENCY RESERVE FUND
STRATA CORPORATION

-

	DEVELOPERS BUDGET
CONTRIBUTIONS	
Monthly Assessments	102,800.00
Developers Contribution (10%)	102,800.00
Interest Income	
Total Contributions	205,600.00
EXPENSES	
	-
Total Expenses	-
INTERFUND TRANSFER	
Transfer (to)/from Special Levy Fund	
Net Interfund Transfers	-
NET INCREASE/(DECREASE) IN FUND	205,600.00
OPENING FUND BALANCE	-
CLOSING FUND BALANCE	205,600.00

CERTIFICATE OF INSURANCE

Insured: **BM Highlander Development Ltd. a/o One Bear Mountain and Elevate Sustainable Ventures Limited Partnership and Owners of Strata Plan EPS 10329 ATIMA**
Project Management Consultants and/or Engineering Contractors and/or Construction Contractors and/or Licensors and any other company, firm, person or party (including but not limited to their Contractors and Sub-Contractors of any tier) with whom the Insured(s) have, or in the past had, entered into agreement(s) in connection with the Project and/or any works activities and preparations connected therewith as co-Insureds

Mailing Address: 100 Sheppard Avenue East, Suite 502, North York, ON M2N 6N5

Project Location: Civic Address: 1995 & 2000 Hannington Road, Langford, BC V9B 6R6
Legal Description: PID: 031-498-221 Lot A Section 82 Highland Dristrect, Plan EPP113927

Policy Number B1750C220113 – Builder’s Risk
22752990-01 – Equipment Breakdown
B1750L220499 – Wrap Up Liability

Policy Period **May 3, 2022** to **September 3, 2024**
(12:01am Standard Time at Insured’s Postal Address)

THIS DOCUMENT CONFIRMS THAT THE FOLLOWING INSURANCE COVERAGE HAS BEEN EFFECTED IN ACCORDANCE WITH INSTRUCTIONS RECEIVED.

This binder of insurance is subject to all the terms and conditions of the formal policy that will be issued in replacement hereof. Immediate advice must be given to any discrepancies, inaccuracies or necessary changes.

THIS POLICY CONTAINS A CLAUSE(S) WHICH MAY LIMIT THE AMOUNT PAYABLE

Date Issued: July 15, 2024



Authorized Representative

BUILDER'S RISK

Perils Insured

"All Risks" of direct physical loss of or damage to the property insured, including Flood, Earthquake and Sewer Back-up

Locations Insured

The following locations are noted as "Insured Locations" on your policy.

1. 1995 & 2000 Hannington Road, Langford, BC V9B 6R6

• Hard Costs	\$102,780,290
• Existing Structure	\$22,540,000
• Soft Costs	\$9,446,465
Total Insured Value	\$134,766,755

Property Insured

All early and permanent works, materials (including those supplied free to the Project by or on behalf of the Principal Insured), temporary works, existing property, equipment, machinery, supplies, temporary buildings and their contents, camps facilities and their contents, and all other property used for or in connection with the Project, provided their value is included in the Sum Insured as may be more fully defined in the Wording

Basis of Loss Settlement

Replacement Cost	Included
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Deductibles

Earthquake, Percentage Deductible	10% of Sum Insured
Flood Deductible	5% of Sum Insured
Windstorm Deductible	5% of Sum Insured
Water Damage Deductible	\$500,000
Sewer Back-Up Deductible	\$250,000
Pre-Existing Defects Deductible	\$200,000
Any Losses Arising from Occupied Units	\$150,000
All Other Perils Deductible	\$50,000

Extensions, Sub-Limits, and Endorsements

Sub limits to apply any one Occurrence or in the aggregate if stated, and do not serve to increase the Sums Insured/ Limits unless stated in the Wording:

Airfreight	\$1,000,000
Existing or Surrounding Property	\$21,741,752
Expediting Expenses	\$5,000,000
Extra Expense	\$1,500,000
Firefighting Expenses	\$1,500,000
Inland Transit	\$5,000,000
Offsite Storage and Offsite Removal	\$5,000,000
Pollutant Clean Up and Removal	\$5,000,000
Professionals and Consultants Fees	\$1,500,000
Public Authorities	\$1,500,000
Removal of Debris	\$5,000,000
Soft Costs	\$9,446,465
Temporary Removal	\$5,000,000
Valuable Papers Drawings and Records	\$500,000
Loss Minimization	\$1,000,000
Claims Preparation Costs	\$250,000
Cost Escalation	10%
Bylaws	Included

Warranties and Exclusions

LEG 2/96 Model "Consequences" Defects Exclusion
Microorganism Exclusion
Asbestos Endorsement
Communicable Disease Endorsement
Property Cyber and Data Endorsement
Radioactive Contamination Exclusion
War and Terrorism Exclusion
Biological and Chemical Materials Exclusion Clause
Permission for Partial Occupancy

EQUIPMENT BREAKDOWN

Equipment Covered

Pressure, Mechanical, Electrical and Electrical Equipment including Production Machinery

Locations Insured

The following locations are noted as "Insured Locations" on your policy.

1. 1995 & 2000 Hannington Road, Langford, BC V9B 6R6

• Property Damage	\$102,780,290
• Soft Costs	\$9,446,465
Total Insured Value	\$112,226,755

Deductibles

Property Damage	\$50,000
Soft Costs	\$50,000

Sub-Limits included

By-Laws, Demolition and Increased Cost of Construction	\$1,000,000
Errors & Omissions	\$250,000
Hazardous Substance	\$250,000
Ammonia Contamination	\$250,000
Water Damage	\$250,000
Professional Fees	\$250,000
Expediting Expenses	\$250,000
Data Restoration	\$50,000
Civil Authority or Denial of Access	30 Days
Hot Testing Period	5 Days
Commissioning Period	30 Days

SCHEDULE OF INSURERS

INSURER	COVERAGE	PARTICIPATION
As arranged by Newman Pearce & Partners LLP		
<ul style="list-style-type: none"> Certain Underwriters at Lloyd's (Canopus) 	Builder's Risk	21.5%
<ul style="list-style-type: none"> Certain Underwriters at Lloyd's (Axis) 	Builder's Risk	22.5%
<ul style="list-style-type: none"> Certain Underwriters at Lloyd's (Castel) 	Builder's Risk	15.5%
<ul style="list-style-type: none"> Certain Underwriters at Lloyd's (Tokio Marine HCC) 	Builder's Risk	10.0%
<ul style="list-style-type: none"> Certain Underwriters at Lloyd's (Lancashire) 	Builder's Risk	5.5%
As arranged by Trustar Underwriting		
<ul style="list-style-type: none"> Westport Insurance Corporation 	Builder's Risk	25.0%
The Boiler Inspection and Insurance Company of Canada	Equipment Breakdown	100.0%

605-2000 HANNINGTON RD LANGFORD

Area-Jurisdiction-Roll: 01-327-15299.040



Total value **\$1,241,000**

2025 assessment as of July 1, 2024

Previous year value

Property information

Year built	2024
Description	Strata Apartment -Hi-Rise
Bedrooms	2
Baths	3
Carports	
Garages	
Land size	
First floor area	
Second floor area	
Basement finish area	
Strata area	1,705
Building storeys	1
Gross leasable area	
Net leasable area	
No.of apartment units	

Legal description and parcel ID

STRATA LOT 40, PLAN EPS10329, SECTION 82, HIGHLAND LAND DISTRICT, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

PID: 032-276-265

Sales history (last 3 full calendar years)

Sep 19, 2024	\$1,616,895
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Manufactured home

Width	
Length	
Total area	

Register with BC Assessment



Search properties on a map



Compare property information and assessment values



Store and access favourite properties across devices



View recently viewed properties

SOMETHING
BIG
IS HAPPENING IN
VICTORIA B.C.



VICTORIA FACTS

2.6%

Condo Sales
Price increase
April 2020-2021
despite Covid

\$1,070 - \$1,500

Average Downtown
Condo Price
per sq. ft.



4M

Tourists annually

7th

in Tech Talent across Canada

Source: CBRE/TIMES COLONIST, NOV. 2019



\$968K

2021 Median price
for Victoria home

CNN names Vancouver Island
TOP TRAVEL
destination for 2020

\$2.3B

in tourism 2019

www.victoriastourism.com

#8 of TOP 20

Best Cities in the World,
Condé-Nast Traveler Readers'
Choice Survey 2020



\$10B BY 2030

Expected tech sector impact on Victoria

201%

NO INVENTORY!

May 2021 sales year over year

300

days of sunshine annually

2X

sunny days
vs Vancouver





SOMETHING

BIG

IS COMING TO

BEAR MOUNTAIN!

BEAR MOUNTAIN EXCLUSIVITY BY THE NUMBERS



Home to affiliated
Canadian Athletic
Organizations

3

Home to Tennis Canada and
Tennis BC affiliated Tennis Centre



ALREADY
1,300
ecstatic homeowners!



8.8°C
average winter temperature

1st FIRST CONCRETE
& STEEL CONDO
IN 15 YEARS!

LANGFORD
REAL ESTATE
MARKET IS
ON FIRE!

\$1B
in expected Global Development Value

20 MINUTES
by car to Victoria via new highway

Connected to

55km
of biking trails



36 Holes of
Nicklaus
Design golf



Connected to Galloping Goose
and Mount Finlayson Trails

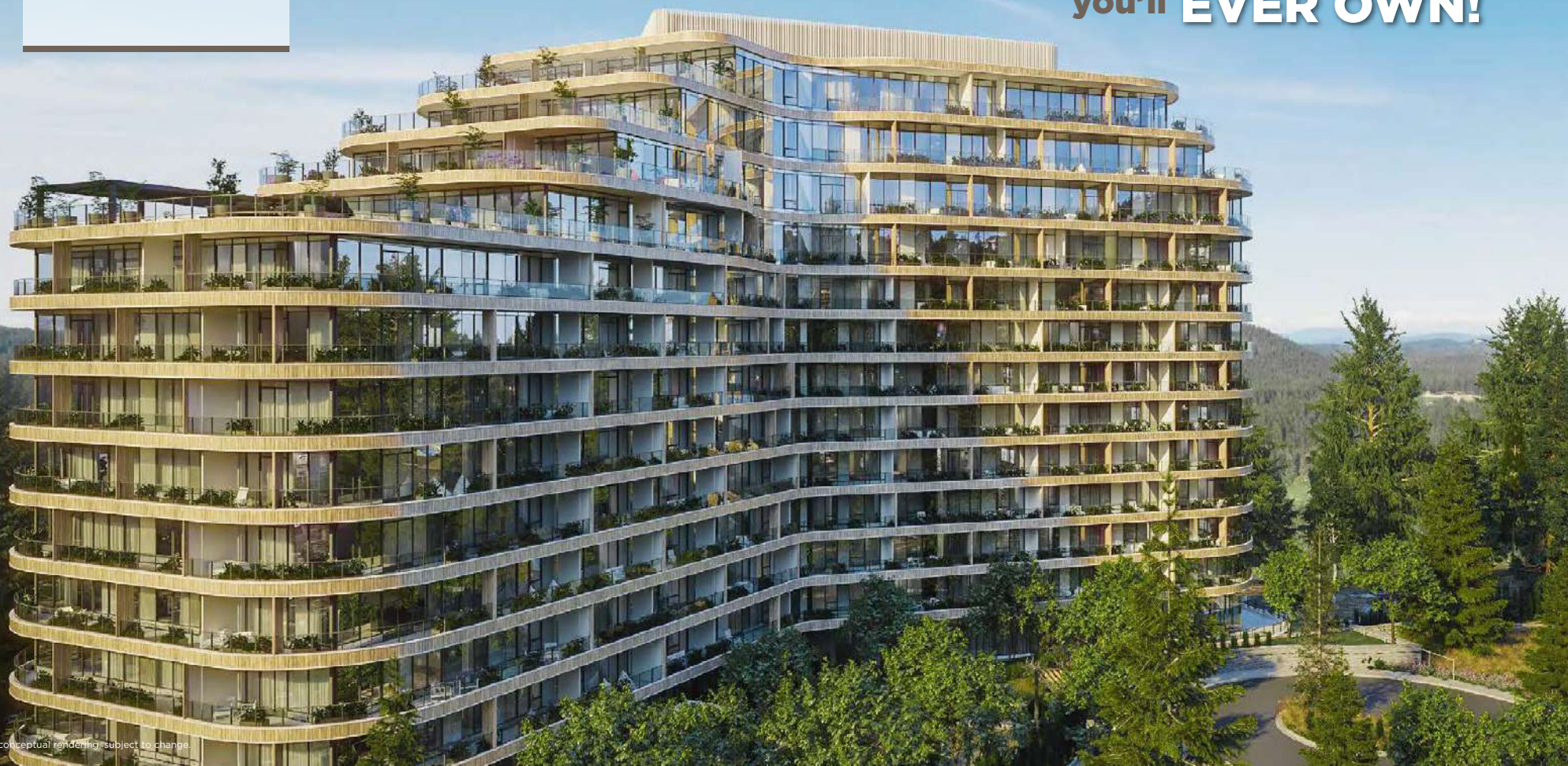


**YOU WILL
LIVE BETTER
INDOORS & OUT!
NOW MORE
THAN EVER!**

B

ONE BEAR MOUNTAIN
GREATER VICTORIA B.C.

The most
EXCEPTIONAL
Ultra Recreational Home
you'll **EVER OWN!**



Artist's conceptual rendering, subject to change.



Artist's conceptual rendering, subject to change.

A Spectacular Vision Realized

One Bear Mountain is a vision created by some of Canada's most successful master planners and real estate developers.

Conceptualized by a dream team of visionaries — 360 Pacifica and Terracap — who have thoughtfully assembled a significant team of professionals to ensure One Bear Mountain will change Victoria's and Bear Mountain's real estate landscape.

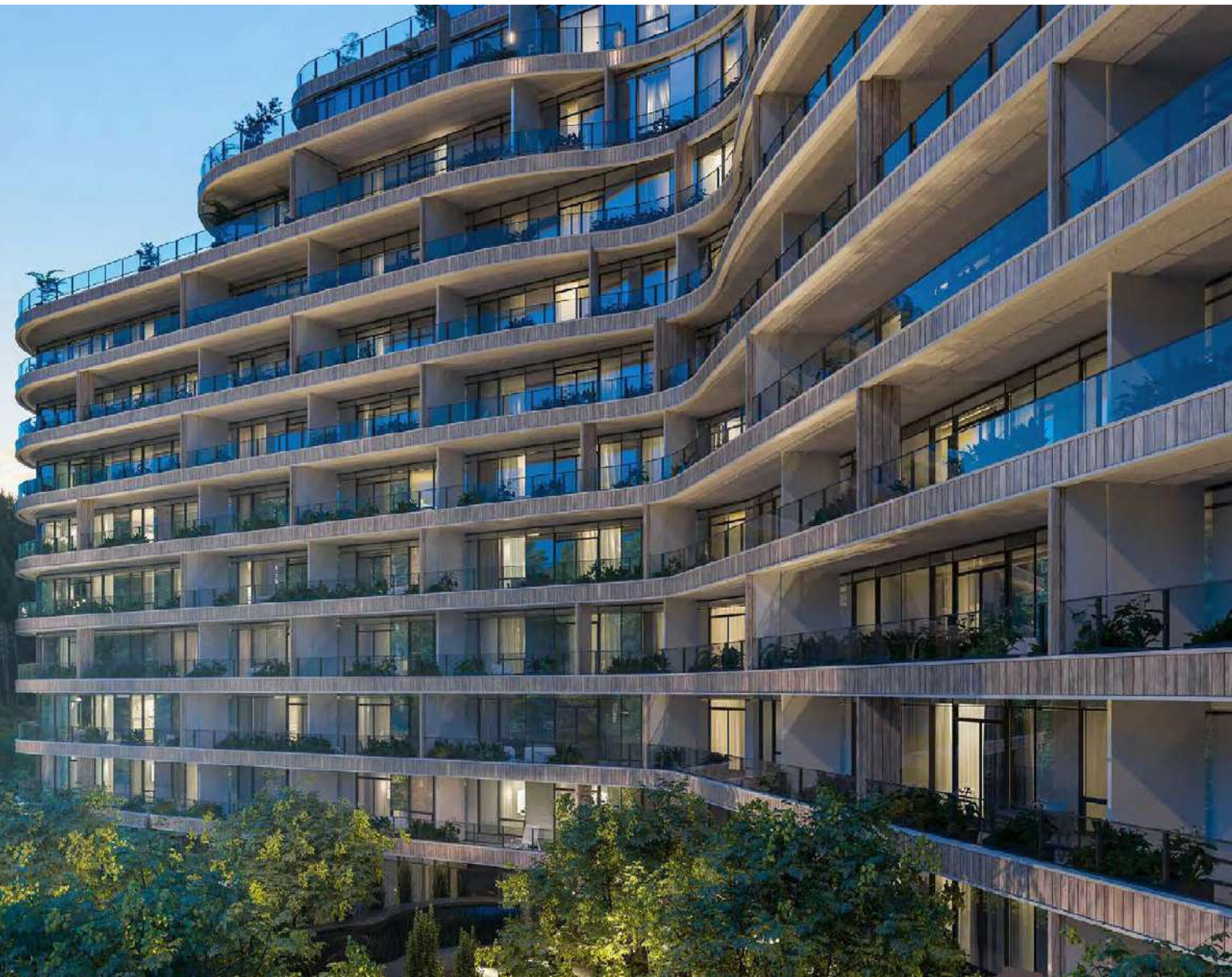
360Pacifica



A Bold Addition to Bear Mountain

One Bear Mountain rises on the horizon as the **first concrete and steel condominium at Bear Mountain in 15 years!**

Elegant and contemporary in scale with a powerful presence, this is the place where sophistication and recreation converge.



Artist's conceptual rendering, subject to change.

Exceptional Architecture and Design

The story of the terrain is retold in the curvilinear architecture of One Bear Mountain. Expansive fenestration offers endless views of Mount Finlayson and bathes each home with exquisite light. Ample balconies frame the full beauty of nature while advanced technology and design create a timeless sanctuary.

ACDF Architects, Zeidler Design, and Inside Design Studio assure every aspect of this masterfully orchestrated tower will be the most impressive recreational residence on the West Coast.

ACDF
ARCHITECTURE

zeidler

INSIDE



Artist's conceptual rendering, subject to change.

ULTRA
RECREATIONAL
LIVING
FOR A NEW ERA



NEW HEIGHTS OF AMENITIES

The 16th floor Grenoble SkyLounge has all the makings of a private club. Rich finishes. Thoughtful seating. Floor-to-ceiling glass walls that open to an expansive terrace. The adjacent Business Centre & Concierge make the 16th floor an icon of prestige for owners and invited guests. Whether working-from-home in the afternoon or socializing with friends in the evening, the Grenoble SkyLounge will command attention.





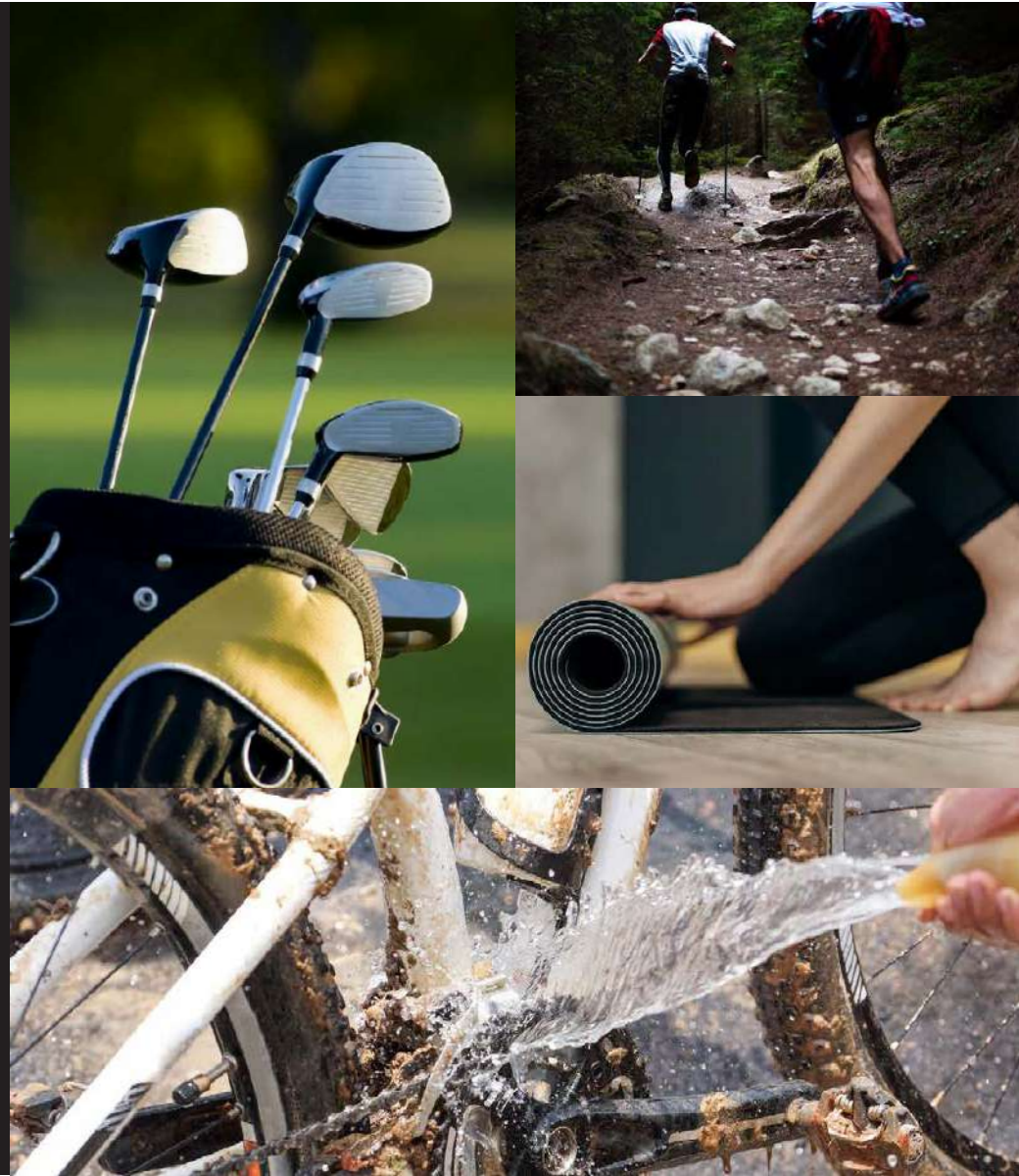
AN ELEVATED LEVEL OF SOPHISTICATION

The dramatic 6th floor two-story Lobby welcomes you with style. Striking in design with double-height ceilings, the Lobby flows to an impressive outdoor terrace and lush gardens. By day, the Lobby is a hub for mingling and enjoying coffee on the terrace. By night, it can be transformed into a magnificent event space, hosting up to 100 guests.

The sophistication continues on the 3rd floor where a state-of-the-art fitness centre features best-in-class weights and cardio equipment as well as an intimate yoga studio. Finally, the secured ground floor lobby provides more functional needs including Mail and Parcel Services.

A NEW STANDARD IN RECREATIONAL LIVING

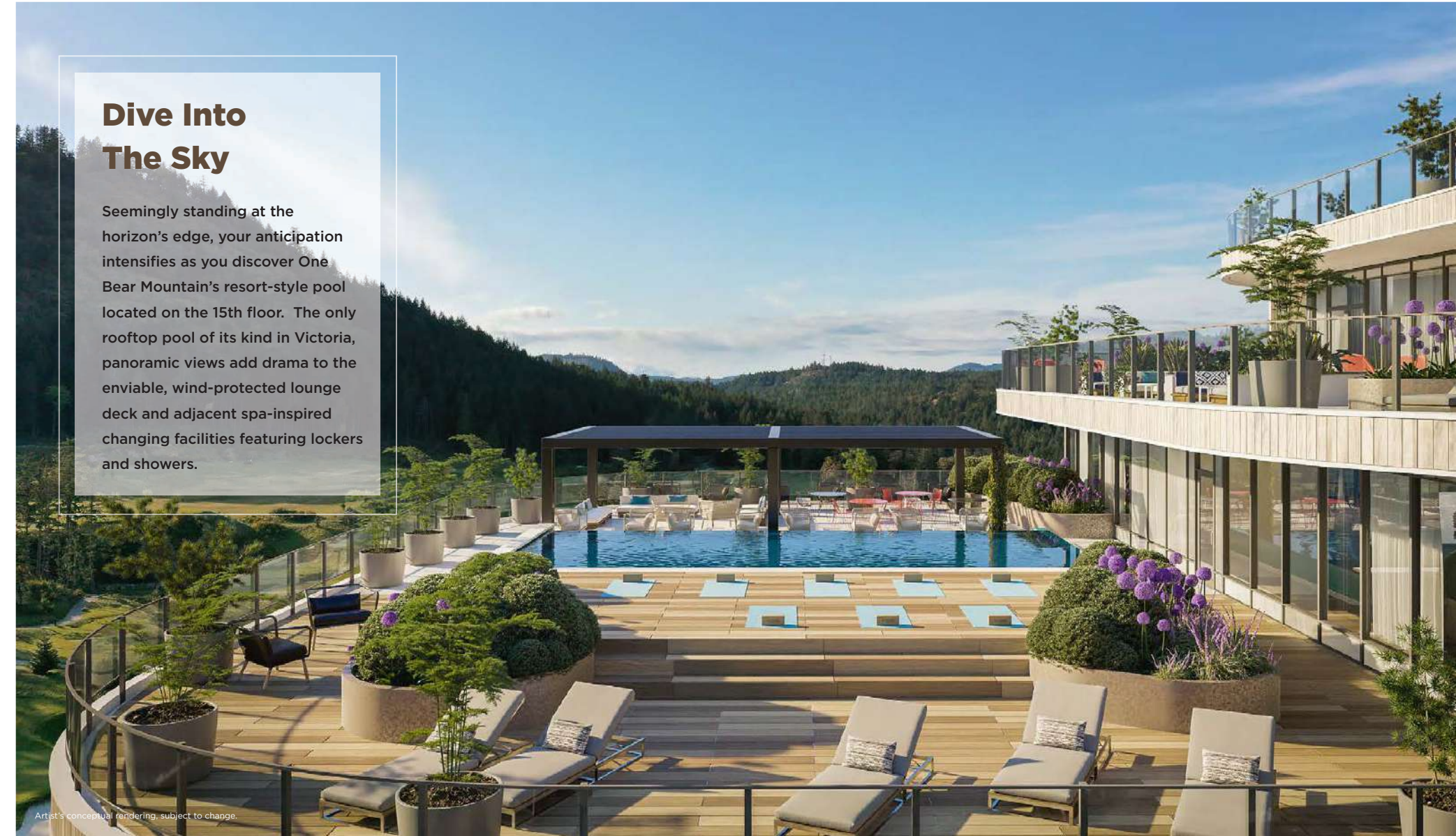
To accommodate the accoutrements that accompany a recreational life, One Bear Mountain offers each owner their own private indoor storage for bikes, golf clubs, tennis rackets and more. A secured parking garage includes assigned spaces and an outdoor bike station featuring a tech bench and bike wash station.



Dive Into The Sky

Seemingly standing at the horizon's edge, your anticipation intensifies as you discover One Bear Mountain's resort-style pool located on the 15th floor. The only rooftop pool of its kind in Victoria, panoramic views add drama to the enviable, wind-protected lounge deck and adjacent spa-inspired changing facilities featuring lockers and showers.

Artist's conceptual rendering, subject to change.





Life Above Par

Bear Mountain reigns supreme as the only course in Canada with 36 holes of Nicklaus Design golf and home to the official Canadian training centre for Team Canada's National Junior Squad.

Adding more grandeur to the green, One Bear Mountain rises beside the majestic 18th green of the Mountain Course and features views of the first tees of both the Mountain and Valley Courses. One Bear Mountain will offer a limited number of exclusive golf memberships with select residences.



A Canadian Cycling Mecca

While your front yard features two world-class golf courses, your backyard boasts a mecca for a mountain- and road-biking. In fact, Southern Vancouver Island has attracted the country's top mountain bikers as a home and year-round training ground since the inception of the sport in the 1990s.

Thanks to Bear Mountain's proximity to hundreds of kilometres of regional trails, it's no wonder the Canadian National Mountain Bike Team has made Bear Mountain home to its High Performance Training Centre.



FROM NATIONAL ATHLETES TO EVERYDAY WELLNESS ENTHUSIASTS

ONE BEAR MOUNTAIN AND LANGFORD ARE NOT ONLY A ROBUST COMMUNITY OF WORLD-CLASS SPORTING, RECREATIONAL AND WELLNESS ENTHUSIASTS, BEAR MOUNTAIN HAS ATTRACTED CANADIAN NATIONAL SPORTS ORGANIZATIONS TO LOCATE HERE!



Golf Canada
National Junior
Squad trains here



Cycling Canada
Mountain Bike
Team trains here

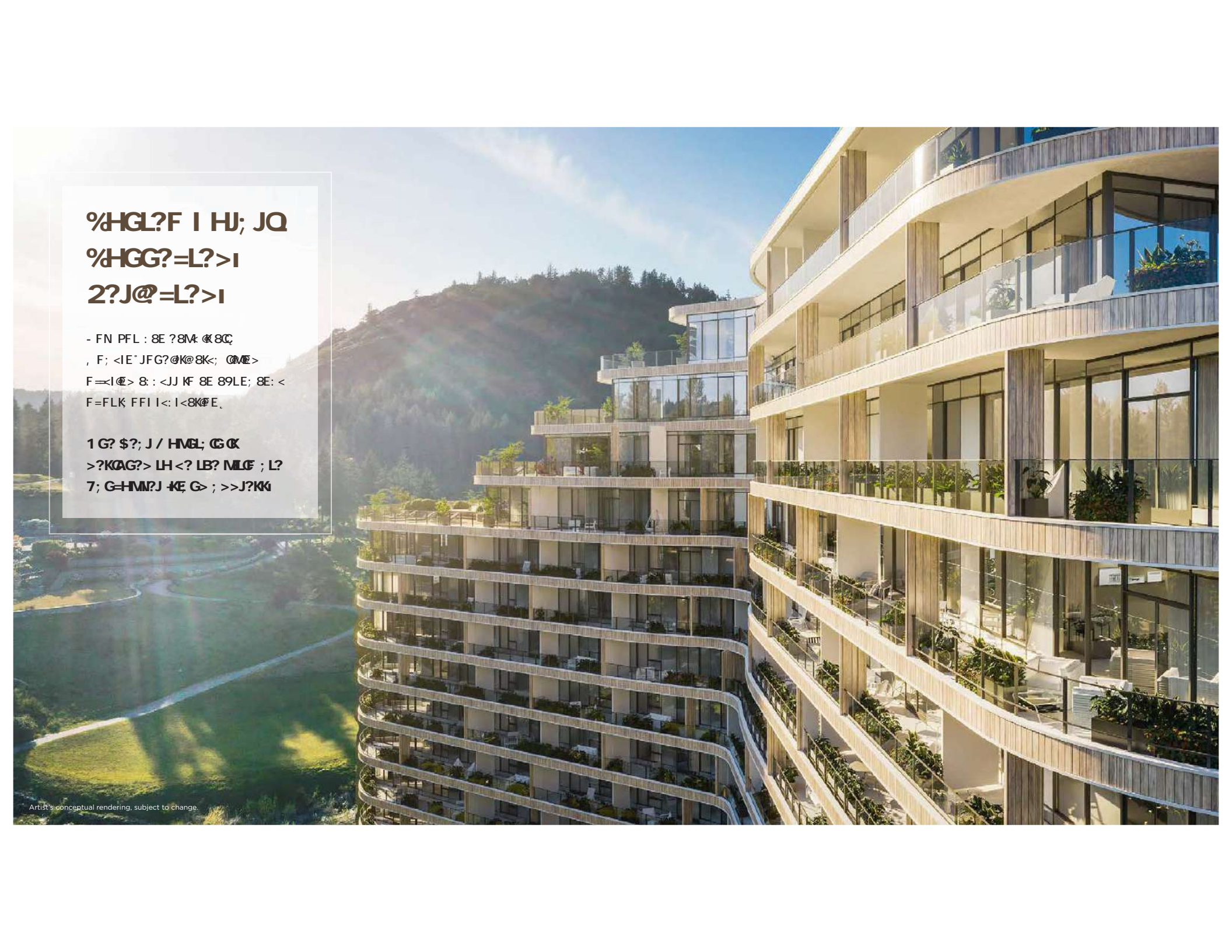


A Tennis Canada
and Tennis BC
affiliated Tennis
Centre



Rugby Canada's
National Facility
located nearby in
Langford





**Contemporary.
Connected.
Perfected.**

Now you can have it all.
Modern, sophisticated living
offering access to an abundance
of outdoor recreation.

**One Bear Mountain is
designed to be the ultimate
Vancouver Island address.**

Artist's conceptual rendering, subject to change.



Artist's conceptual rendering, subject to change.

At One with Nature

Whether you wish to claim Bear Mountain as your primary residence or a sporty second home, choose from a variety of floorplans that will add vitality and balance to your lifestyle.

- **GRAND ROOFTOP AND GARDEN PENTHOUSES**
- **SPACIOUS 3-BEDROOMS FLOORPLANS, AVAILABLE WITH DEN**
- **IMPRESSIVE 2-BEDROOMS FLOORPLANS, AVAILABLE WITH DEN**
- **THOUGHTFULLY-DESIGNED 1 BEDROOMS AND STUDIOS**



An In-Demand Location. A Limited Edition Opportunity.

One Bear Mountain offers a unique opportunity to balance working from home, recreational pursuits and wellness in an elegant living environment.

In fact, the Langford area is experiencing astonishing growth with people moving from across Canada to take advantage of One Bear Mountain's close proximity to Victoria and Vancouver. All this, minutes from Western Canada's internationally renowned Pacific Playground.

IN SUMMARY

- 209 modern 1-, 2- and 3-bedroom Residences, with spectacular Rooftop penthouses and Garden Terrace Suites
- Overlooking the challenging 18th Fairway of the world-class Nicklaus Design Mountain Course, with spectacular views of the first tees of both the Mountain and Valley Courses
- 18 stories offering remarkable sunrise and sunset views
- New & innovative European-designed kitchens showcasing contemporary materials & modern appliances
- Dramatic Ground Floor Lobby creates a powerful sense of arrival
- 3rd Floor state-of-the-art Fitness Centre and tranquil Yoga facility
- 6th Floor elegantly landscaped water gardens
- Engaging 6th Floor Lobby Lounge for entertaining & cocktails
- 15th Floor heated Rooftop Pool with unparalleled 270° views of Mount Finlayson and Goldstream Provincial Park
- 16th Floor signature Grenoble SkyLounge with private fully-equipped Business Centre, spacious Conference Rooms and convenient Concierge and Business Support Services Centre
- Indoor assigned parking so you never have to find a space
- Private Owner Recreational Locker for all your gear
- Bike Wash area and Tech Bench to keep your equipment in top shape
- An all-concrete & steel condominium — a first at Bear Mountain in 15 years



ONE BEAR MOUNTAIN

GREATER VICTORIA B. C.



Artist's conceptual rendering, subject to change.



REGISTER TODAY

OneBearMountain.com

AUGUST 2021 Presentation Centre Opens
SUMMER 2021 Priority Preview Appointments

FALL 2021 *Sales Begin*

Artist's conceptual rendering, subject to change.

B

ONE BEAR MOUNTAIN

GREATER VICTORIA, B. C.

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 Blueprint Global

 FIFTH AVE

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