

VICTORIA LAND TITLE OFFICE

Nov-14-2017 13:25:06.006

CA6441210

STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 10 PAGES

- Your electronic signature is a representation by you that:
 - you are a subscriber; and
 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application, and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
 - Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
 - the supporting document is identified in the imaged copy of it attached to this electronic application;
 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.
- Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

<p>Gregory Eric Atkins E16SZ3</p>	<p>Digitally signed by Gregory Eric Atkins E16SZ3 DN: c=CA, cn=Gregory Eric Atkins E16SZ3, o=Lawyer, ou=Verify ID at www.juricert.com/LKUP.cfm?id=E16SZ3 Date: 2017.11.14 12:42:19 -08'00'</p>
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1. CONTACT: (Name, address, phone number)

Wilson Marshall Law Corporation

Barristers & Solicitors

200 - 911 Yates Street

Victoria

BC V8V 4X3

File no. 20926

Tel. no. 250-285-8741

Document Fees: \$28.63

Deduct LTSA Fees? Yes

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

Form-Y Owners Developers' Notice of Different Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

NO PID NMBR STRATA PLAN EPS4661

Related Plan Number: EPS4661

Strata Property Act

Form Y

Owner Developers' Notice of Different Bylaws

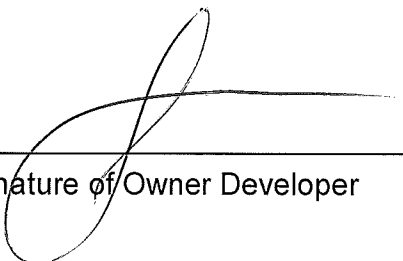
(Section 245 (c); Regulation section 14.6 (1))

Re: Strata Plan *EPS4661*, being a strata plan of

PID : 029-905-770 Lot 1, Section 99, Esquimalt District, Plan EPP64528

The attached bylaws differ from the Standard Bylaws to the Strata Property Act, as permitted by Section 120 of the Act.

Date: November 10, 2017.



Signature of Owner Developer

BYLAWS
THE OWNERS, STRATA PLAN EPS4661

Preamble

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

Unless otherwise stated, all terms have the meanings prescribed in the *Strata Property Act*, S.B.C. 1998, c.43 (the "Act"). For the purposes of these bylaws "residents" means collectively, owners, tenants and occupants; and, "a resident" means collectively, an owner, a tenant and an occupant.

The Schedule of Standard Bylaws to the Act apply to the strata corporation, unless there is a conflict with the bylaw terms set out below and where there is such a conflict, the bylaws set out below will take precedence to the Schedule of Standard Bylaws where applicable.

Use of Property

1. (1) A resident, owner, occupant or visitor must not use a strata lot, the limited common property, the common property or common assets in a way that
 - (a) causes a nuisance or hazard to another person,
 - (i) causes unreasonable noise,
 - (ii) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - (iii) is illegal, or
 - (iv) is contrary to a purpose for which the strata unit or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) A resident or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a

strata unit which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

- (3) An owner is responsible for any damage caused to common property, limited common property, or common assets, by occupants, tenants or visitors to the owner's strata lot.
- (4) An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata unit owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable by the strata corporation shall be considered an expense not covered by the proceeds received by the strata corporation as insurance coverage and will be charged to the owner.
- (5) A resident 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.
- (6) No strata unit may be used for purposes other than as what is expressly permitted by municipal zoning. Without limiting the scope of the foregoing, the following uses strictly prohibited:
 - (a) Escort services.
- (7) A resident of a strata unit must not keep any pets on a strata unit other than one or more of the following:
 - (a) not more than two cats and 2 dogs.
 - (b) A resident or visitor must not keep any pets on common property or on land that is a common asset.
 - (c) A pet owner must ensure that a pet is kept quiet, controlled and clean. Any body waste on common property or limited common property that is a common asset must be disposed of by the pet owner.
- (8) Signs may not be installed in any strata lot, or on any common property, unless evidence of municipal approval has been provided to the strata corporation and it has approved the size, design and location of such signs. The strata corporation must act reasonably in giving or withholding

such approval. The strata corporation must notify an applicant for such approval or its decision within 30 days of the delivery of an application to the strata corporation.

- (9) No resident may allow a strata unit to become unsanitary or untidy. Rubbish, dust garbage, boxes, packing cases and other similar refuse must not be thrown, piled or stored on common property, or on limited common property other than in the designated garbage/recycle bins. The strata corporation may remove any such material, and any expenses incurred by the strata corporation to remove such refuse, will be charged to the owner.
- (10) Owners shall maintain their limited common property.

Obtain approval before altering a strata lot

- 2. (1) An owner, as part of its application to the strata corporation for permission to alter a strata unit must;
 - (a) submit, in writing, detailed plans and a description of the intended alteration; and
 - (b) obtain all applicable permits, licenses and approvals from the appropriate governmental authorities and provide copies to the strata council.
- (2) The strata corporation must not unreasonably withhold its approval under subsection (2(1)), but may require, as a condition of its approval, that the owner agree, in writing, to certain terms and conditions, including, not exhaustively, that:
 - (a) alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representatives;
 - (b) the standard of work and materials be not less than that of the existing structures;
 - (c) all work and materials necessary for the alteration be at the sole expense of the owner;
 - (d) the owner from time to time of the strata unit making the alterations must, for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by

the strata corporation as a result, directly or indirectly, of the alterations;

- (e) the owner from time to time of the strata unit making the alterations shall indemnify and shall hold harmless the strata corporation for any liability and costs in any way related to the alteration;
- (3) Except for approved signage for the Commercial Lot, no owner may install window coverings of other than neutral colours without permission of the strata corporation, and no words, designs or obscenities may be visible from the outside.

Obtain approval before altering common property

3. (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. The strata corporation shall have due regard to restrictions on changes to common property contained in the Act (presently contained in section 71).
- (2) An owner, as part of its application to the strata corporation for permission to alter common property, limited common property or common assets, must:
- (a) submit, in writing, detailed plans and descriptions of the intended alteration; and
 - (b) obtain all applicable permits, licenses and approvals from the appropriate governmental authorities and provide copies to the strata council.
- (3) The strata corporation may require, as a condition of its approval, that the owner agree, in writing, to certain terms and conditions, including, not exhaustively, that:
- (a) alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representatives;
 - (b) the standard of work and materials be not less than that of the existing structures;
 - (c) all work and materials necessary for the alteration be at the sole expense of the owner;

- (d) the owner from time to time of the strata unit receiving the benefit of an alteration to common property, limited common property or common assets must, for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the strata corporation as a result, directly or indirectly, of the alterations to common property, limited common property or common assets; and
- (e) the owner from time to time of the strata unit receiving the benefit of an alteration to common property, limited common property or common assets shall hold harmless the strata corporation for any liability and costs in any way related to the alteration.

Renovations/alterations

- 4.
 - (1) An owner must ensure that the hours of work are restricted to 8:00 a.m. to 5:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m., Saturdays.
 - (2) An owner in contraventions of any of bylaws 8.1 and 8.2 shall be responsible for any clean up or repair costs.

Permit entry to strata lot

- 5.
 - (1) A resident 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, to inspect, repair or maintain common property, common assets and any portions of a strata unit that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act.
 - (2) The notice referred to in subsection (b) must include the date and approximate time of entry, and the reason for entry.

Council Member's Terms

6. (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.
- (2) A person whose term as council member is ending is eligible for re-election.

Irregularities

7. All acts done in good faith by the council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of council, as valid as if the council member had been duly appointed or had duly continued in office.

Maximum fine

8. The strata corporation may fine an owner or tenant a maximum of:
 - (a) \$300 for each contravention of a bylaw; and
 - (b) \$150 for each contravention of a rule.

Display Lot

9. (1) An owner developer may use the common property to facilitate the completion of construction, and sale or lease, of strata units that it owns for up to 36 months from the date of registration of the strata plan.
- (2) An owner developer may use a strata lot, that the owner developer owns or rents, as a display unit for the sale of other strata units in the strata plan.
- (3) Until the completion of all construction, and the sale of all strata units owned by an owner developer, it may store and secure building and other materials on such parts of the common property and any strata units it owns as it deems appropriate, and may secure such items without providing keys to the strata corporation.
- (4) Notwithstanding anything to the contrary in these bylaws, but subject to municipal regulation, an owner developer may carry on sales functions and may display any signs it wishes, on the common property, any limited common property, or a strata lot, relating to the marketing of any strata lot, and shall be entitled to the unlimited access over common property.

Driveways and Parking

10.
 - (1) An owner must not permit any oversized, commercial or recreational vehicles to be parked or stored on limited common property designated for residential units. Council may determine from time to time criteria for what constitutes oversized, commercial or recreational vehicles for limited common property residential parking stalls and such criteria shall be binding.
 - (2) An owner must not sell, lease or license parking stalls to any person other than an owner or occupant unless otherwise agreed to by the strata council.
 - (3) No resident or visitor may leave a vehicle parked or unattended in a manner that interferes with parking stalls, access lanes or no parking zones.
 - (4) All driveways and road accesses must be kept clear for fire department and emergency vehicles at all times.
 - (5) A resident or visitor must not use any residential parking stall as a work area for carpentry, renovations, repairs (including, but not exhaustively, sawing, drilling and the use of any adhesive or hardening compounds) or work on vehicles involving any automotive fluids or paints, motor tune ups or mechanical repairs.
 - (6) A resident must not park or store any vehicle that drips oil or gasoline. A resident must remediate any dripped oil, gasoline or other automotive residue to the satisfaction of the strata corporation.
 - (7) Residents shall not permit the parking of vehicles that do not bear current motor vehicle licenses on common property (including limited common property).
 - (8) Owners shall not permit the parking of vehicles regularly driven by residents of a strata lot, in parking stalls designated for use by visitors.

Small Claims Court Proceedings Authorization to Proceed

12. The strata corporation may proceed under the *Small Claims Act*, without further authorization by the owners, to recover from an owner or other person, by an action in debt in Small Claims Court, money owing to the strata corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the strata corporation is required to expend as a result of the owner's act, omission, negligence or carelessness or by

that of an owner=s visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.

1. Contact

**Stevenson Luchies & Legh
Barristers & Solicitors
300 - 736 Broughton Street
Victoria BC V8W 1E1
250-381-4040**

File No. 18182-001 / JJH

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

Application Type

LTO Document Reference

Form-I Amendment to Bylaws

3. Description of Land

PID/Plan Number

Legal Description

EPS4661

THE OWNERS, STRATA PLAN EPS4661

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.

**Johnathan Justin
Hanson 3H1NIJ**

**Digitally signed by
Johnathan Justin Hanson
3H1NIJ
Date: 2021-09-22
09:35:10 -07:00**

Strata Property Act

FORM I

[am. B.C. Reg. 312/2009, s. 7.]

AMENDMENT TO BYLAWS

(Section 128)

The Owners, Strata Plan EPS 4661 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on June 29, 2021

BE IT RESOLVED BY A ¾ VOTE OF THE OWNERS STRATA PLAN EPS4661 THAT THE STRATA CORPORATION REPEAL EXISTING BYLAWS 1(3), AND 1(4) AND ADOPT THE FOLLOWING BYLAW:

31. Damage, Insurance, and Risk Allocation

- (1) The Strata Corporation shall obtain an independent appraisal of the property from a qualified appraiser every three years for the purposes of determining full replacement value pursuant to section 149(4)(a) of the *Strata Property Act*.
- (2) For purposes of s. 149(4)(b) of the Act, the Strata Corporation shall obtain adequate insurance for other major perils on an annual basis if such coverage is available and is economically feasible, including:
 - (a) Earthquake insurance;
 - (b) sewer backup insurance;
 - (c) flood insurance;
 - (d) theft or misappropriation of funds insurance; and,
 - (e) Director's and Officer's Liability Insurance for a minimum amount of \$2,000,000.00.
- (3) An Owner, tenant, occupant or visitor must not:
 - (a) do anything that will increase the risk of fire or the rate of insurance on the buildings or any part thereof; and
 - (b) 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 Act.
- (4) Subject to the regulations and this bylaw:
 - (a) the payment of an insurance deductible in respect of a claim on the Strata Corporation's insurance, or

- (b) damages or loss caused to building components and fixtures that the Strata Corporation must repair and maintain, that falls below the Strata Corporation's relevant insurance deductible
 - (i) are common expenses to be contributed to by means of strata fees calculated in accordance with section 99(2) or 100(1) of the Act.
- (5) Despite any other section of the Act or the regulations, Strata Corporation approval is not required for a special levy or for an expenditure from the contingency reserve fund to cover an insurance deductible required to be paid by the Strata Corporation to repair or replace damaged property, unless the Strata Corporation has decided not to repair or replace under section 159.
- (6) The Strata Corporation may cause its contractors and agents to carry out emergency response work to the common property and within a strata lot, even if the loss or damage appears to be uninsured or below the relevant insurance deductible.
- (7) Owners or tenants must reimburse the Strata Corporation for any emergency response, repairs and cleanup costs incurred by the Strata Corporation, plus any losses or damages to the owner's or tenant's strata lot, another strata lot, the common property, the limited common property or the contents of same, if:
 - (a) that owner or tenant is responsible for the loss or damage; or
 - (b) if the loss or damage arises out of or is caused by or results from an act, omission, negligence or carelessness of:
 - (i) that owner or tenant; or,
 - (ii) any member of the owner's or tenant's:
 - (1) family; or,
 - (2) pet(s); or,
 - (3) guests, employees, contractors, agents, tenants, volunteers, or their pets,
 - (c) but only to the extent that such expense is not, or would not, be met by the proceeds received from any applicable insurance policy, excluding the insurance deductible which is the responsibility of the owner or tenant.
- (8) Without restricting the generality of the foregoing, an owner or tenant is responsible for:
 - (a) any water escape damage from that owner's or tenant's strata lot or any other type of damage caused by or arising out of the operation of any appliance, equipment located in or fixture which forms a part of the owner's or tenant's strata lot including but not limited to hot water tanks, washing machines, driers, dishwashers, stoves and fridges;
 - (b) any damage arising out of any Alteration or addition to the strata lot, the limited common property or the common property installed by that owner or a prior owner or tenant of that strata lot;
 - (c) any damage to property that an owner or tenant is required to repair or maintain;
 - (d) any damage due to an owner, tenant or occupant not ensuring that their strata lot interior is maintained at a minimum temperature of 10 degrees centigrade, year round; and,

- (e) any damage due to a water pipe leak or any other loss or damage whatsoever that the strata council reasonably determines resulted from or is contributed to by an owner's, tenant's or occupant's failure to comply with these bylaws.
- (9) An owner or tenant shall indemnify and save harmless the Strata Corporation from any cost or expense for repair, maintenance or replacement to the strata lot, common property or limited common property, including legal costs as between a solicitor and his own client, that the owner or tenant is responsible for, but only to the extent that such expense or cost is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and for purposes of this bylaw will be charged to the owner or tenant.
- (10) For purposes of this bylaw, the lesser of the amount of the damages or the insurance deductible plus any uninsured repair costs, emergency response costs, and related legal costs may be charged to the owner or tenant and will become due and payable as part of that strata lot's monthly assessment on the first of the month following the date on which the expense was incurred.
- (11) For greater certainty, an owner or tenant is responsible to pay amounts due under this bylaw even if:
- (a) that owner or tenant is not negligent and such responsibility shall be construed as a strict liability standard for purposes of payment of the insurance deductible pursuant to section 158(2) of the Act; and
 - (b) the loss or damage is covered by the Strata Corporation's insurance but the Strata Corporation does not make a claim against its insurance.
- (12) Owners and tenants acknowledge that they must obtain and maintain an insurance policy to cover:
- (a) loss or damage to the owner's or tenant's strata lot and the fixtures referred to in section 149 (1) (d) of the Act:
 - (i) against perils that are not insured by the strata corporation, and
 - (ii) for amounts that are in excess of amounts insured by the strata corporation;
 - (b) for fixtures in the owner's strata lot, other than the fixtures referred to in section 149 (1) (d) of the Act;
 - (c) for improvements and alterations to fixtures referred to in section 149 (1) (d) of the Act;
 - (d) loss of rental value of the owner's strata lot in excess of insurance obtained and maintained by the strata corporation;
 - (e) liability for property damage and bodily injury, whether occurring on the owner's strata lot or on the common property in the minimum amount of \$2,000,000; and
 - (f) losses from water escape and rupture
- (13) Owners and tenants must provide a copy of their insurance policy to the Strata Corporation within 7 days of the receipt of a request for the same.

- (14) Owners and tenants must report any accident or failure of any water pipes, toilets, drains, electric wires or apparatus, or other fittings or fixtures in any strata lot or in any part of the common property immediately upon discovery to the council or the property manager.
- (15) Owners, occupants, tenants and visitors may not claim any compensation from the Strata Corporation for any un-insured, loss or damage, or loss or damage where the total such loss and damage amounted to less than the relevant insurance deductible, to the property or person of the owner arising from any failure of the common property or any part of a strata lot that the Strata Corporation must repair and maintain, unless such loss or damage resulted from the negligent act or omission on the part of the Strata Corporation, its employees or agent.

RESOLUTION #2

BE IT RESOLVED BY ¾ VOTES OF THE OWNERS STRATA PLAN EPS4661 THAT THE STRATA CORPORATION REPEAL EXISTING BYLAW 8 AND STANDARD BYLAWS 23, and 24, AND ADOPT THE FOLLOWING BYLAWS:

Section 23. Enforcement Procedure and Options

- (1) Complaints regarding the breach of bylaws may only be submitted to the council, or property manager in writing. The council will not entertain, investigate or act upon verbal complaints.
- (2) The council must respond to written complaints within 4 weeks of the receipt of the same.
- (3) Pursuant to section 135 of the *Strata Property Act*, the council must abide by the following procedure when dealing with alleged contraventions of bylaws and rules:
 - (a) if the alleged offender is a council member, that member must excuse himself or herself from the complaint process;
 - (b) the council must then give the alleged offender written notice of the complaint;
 - (c) if the alleged offender is a tenant, the council must also give the owner written notice of the complaint;
 - (d) if the council decides to proceed with enforcement, the notice of complaint must give the alleged offender a reasonable opportunity to respond to the complaint, including an opportunity to respond at a hearing, if requested;
 - (e) once the alleged offender has answered or been given a reasonable opportunity to answer the complaint, the council must decide whether a bylaw or rule has been breached by the alleged offender;
 - (f) if the council decides that a bylaw or rule has been breached, it must give written notice of its decision to:
 - (i) the offender or alleged offender; and
 - (ii) the owner, if the offender or alleged offender is a tenant.

- (4) The council may, after complying with subsections (2) and (3):
- (a) fine the responsible owner or tenant:
 - (i) up to TWO HUNDRED DOLLARS (\$200), or such higher amount as permitted by the *Strata Property Regulation*, at the discretion of the council for each contravention of a bylaw; and
 - (ii) up to FIFTY DOLLARS (\$50), or such higher amount as permitted by the *Strata Property Regulation*, at the discretion of the council for each contravention of a rule;
 - (b) do what is reasonably necessary to remedy a contravention of, the Act, its bylaws or rules, including:
 - (i) entering into and doing work on or to a strata lot, the common property or common assets, and
 - (ii) removing objects from the common property or common assets; or
 - (c) charge the reasonable costs of remedying the contravention to the person who may be fined for the contravention under section 130; and
 - (d) if an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than seven days, impose a fine every seven days.
- (5) In addition to the above remedies, the council may also:
- (a) commence and prosecute small claims actions for the recovery of any monies owing to the strata corporation without the necessity of having the same approved by a THREE-QUARTER (3/4) vote;
 - (b) commence and prosecute a forced sale action against any owner who is in arrears of strata fees or special levies, without the necessity of having the same approved by a THREE-QUARTER (3/4) vote, and may pursuant to section 96 of the *Strata Property Act* expend funds from the contingency reserve fund on the legal fees and disbursements up to \$7,500 per case, to conduct the proceedings; and
 - (c) make a request under section 4 of the *Civil Resolution Tribunal Act* asking the civil resolution tribunal to resolve a dispute concerning any strata property matter over which the civil resolution tribunal has jurisdiction, without the necessity of having the same approved by a THREE-QUARTER (3/4) vote, and may pursuant to section 96 of the *Strata Property Act* expend funds from the contingency reserve fund on the legal fees and disbursements up to \$5,000 per case, to conduct the proceedings

Section 24. Owner liable for enforcement costs

- (1) Should the strata corporation undertake any work, legal action with respect to a breach by an owner, tenant or occupant of any strata lot of the *Strata Property Act*, the *Strata Property Regulations*, the bylaws or rules or any amendments thereto, then the responsible owner or tenant shall be liable for and shall pay the reasonable costs of remedying the contravention, and all of the strata corporation's or section's legal costs incurred on a solicitor and own client basis and shall pay the same within SEVEN (7) days of receipt of a demand from the council.

- (2) In these bylaws “legal action” includes any services provided to the strata corporation or a section by a lawyer whether or not court or administrative proceedings of any kind are ultimately commenced, and includes the cost of defending CRT claims brought by an owner in which the owner is not substantially successful.
- (3) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the strata corporation 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 *Strata Property Act* or these bylaws, shall become part of the assessment of the responsible owner or tenant and shall 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.

RESOLUTION #3

BE IT RESOLVED BY ¾ VOTES OF THE OWNERS STRATA PLAN EPS4661 THAT THE STRATA CORPORATION ADOPT THE FOLLOWING BYLAW:


Parking

- (1) The Strata Corporation’s parking stalls located on the West and North ends of the strata plan are designated as limited common property.
- (2) The driveway between the parking stalls and the building is a designated fire access lane.
- (3) Owners, tenants, and occupants of a strata lot may only park, store or leave motor vehicles in the limited common property parking stall allocated to their strata lot.
- (4) An owner, tenant or occupant shall only permit his or her visitor or visitors to park in designated visitors' parking areas or such owner’s, occupant’s, or tenant’s limited common property parking stall.
- (5) Owners, occupants, tenants and visitors must not park, store or leave a vehicle in the access lane / fire lane, or in a manner which may compromise safety or security or impede other owners, occupants, tenants or visitors accessing or egressing the Strata Corporation, their parking stalls, or vehicles.
- (6) Owners, tenant, occupant and their visitors must not park, store or leave any of the following on the common property, including the limited common property:
 - (a) a derelict motor vehicle, which for the purposes of this bylaw shall include motor vehicles that need more than a jumpstart to get started, or that are not roadworthy;
 - (b) an unlicensed motor vehicle, without the prior written approval of the Council, which said approval may be granted subject to conditions, and which conditions may include the provision of written proof of storage insurance to the Council;
 - (c) a motorhome, recreational vehicle, commercial vehicle, trailer, camper, boat or a similar type of vehicle; or

- (c) a motorhome, recreational vehicle, commercial vehicle, trailer, camper, boat or a similar type of vehicle; or
 - (d) garbage, refuse, recycling, appliances, boxes, furniture, or any other personal property except for motor vehicles.
- (7) An owner, tenant, occupant and their visitors must not:
- (a) wash a vehicle in the common property parking areas except in the area designated by the Council for washing cars;
 - (b) conduct significant: repairs, modifications, maintenance or servicing to a motor vehicle in their limited common property parking stall or on the common property; or
 - (c) park a motor vehicle which is leaking oil or other fluids on the common property or in a designated parking space.
- (8) An owner, occupant, tenant or visitor must clean up any spilled or leaked automotive fluids and are responsible to make good any damage caused by such leaks or spills.
- (9) An owner, occupant, tenant or visitor must upon at least 48 hours' written notice from the Strata Corporation, remove a vehicle from common property to allow the Strata Corporation to carry out repairs and maintenance.
- (10) The Council shall provide written notice of any violation of this bylaw to the vehicle owner by leaving the notice of violation on the vehicle, and if the infraction is not corrected within twenty four (24) hours from the date of delivery of such notice, the Council, in addition to any other rights which it may have, shall have the right to tow any vehicle which violates this bylaw, fine the owner, or both.
- (11) Written notice of a further contravention of this bylaw is not required prior to towing in the event of a second or subsequent infraction of this bylaw.
- (12) In addition to the rights conferred by subsections (10) and (11) the Council has the right to immediately tow any vehicle without notice which is parked, stored or left in violation of subsections (5), or (9).
- (13) The owner or tenant who caused or permitted the infraction of these bylaws shall indemnify the Strata Corporation and save it harmless from and against all costs incurred by the Strata Corporation, including towing costs, legal costs, as between a solicitor and his own client, and any other reasonable costs.



 Signature of Council Member



 Signature of Second Council Member
 (not required if council consists of only one member)

VICTORIA LAND TITLE OFFICE

Nov-14-2017 13:25:06.003

CA6441207

STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 3 PAGES

- Your electronic signature is a representation by you that:
 - you are a subscriber; and
 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application, and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
 - Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
 - the supporting document is identified in the imaged copy of it attached to this electronic application;
 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.
- Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

<p>Gregory Eric Atkins E16SZ3</p>	<p>Digitally signed by Gregory Eric Atkins E16SZ3 DN: c=CA, cn=Gregory Eric Atkins E16SZ3, o=Lawyer, ou=Verify ID at www.juricert.com/LKUP.cfm?id=E16SZ3 Date: 2017.11.14 12:40:40 -08'00'</p>
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1. CONTACT: (Name, address, phone number)

Wilson Marshall Law Corporation

Barristers & Solicitors

200 - 911 Yates Street

Victoria

BC V8V 4X3

File no. 20926

Tel. no. 250-385-8741

Document Fees: \$28.63

Deduct LTSA Fees? Yes

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

Form-V Schedule of Unit Entitlement

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

NO PID NMBR STRATA PLAN EPS4661

Related Plan Number: EPS4661

Strata Property Act

Form V

SCHEDULE OF UNIT ENTITLEMENT (Sections 245 (a), 246, 264)

Re: Strata Plan EPS4661

being a strata plan of PID: 029-905-770

Lot 1, Section 99, Esquimalt District, Plan EPP64528

STRATA PLAN CONSISTING ENTIRELY OF NONRESIDENTIAL STRATA LOTS

The unit entitlement for each **nonresidential** strata lot is one of the following, as set out in the following table:

- a) the total area of the strata lot, in square metres, rounded to the nearest whole number as determined by a British Columbia land surveyor as set out in section 246 (3) (b) (i) of the Strata Property Act.

CERTIFICATE OF BRITISH COLUMBIA LAND SURVEYOR

I, James Worton, a British Columbia Land Surveyor, certify that the following table reflects the habitable area of each residential strata lot.

Date: _____(month, day, year)

Signature

- OR** b) a whole number that is the same for all of the nonresidential strata lots as set out in section 246 (3) (b) (ii) of the Strata Property Act.

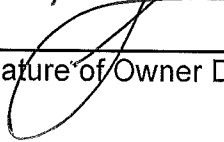
- OR** c) a number that is approved by the Superintendent of Real Estate in accordance with section 246 (3) (b) (iii) of the Strata Property Act.

Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Total Area in m2	Unit Entitlement)* of Total Unit Entitlement of Nonresidential Strata Lots
1	2 & 3	204.3	1	7.14
2	2 & 3	205.9	1	7.14
3	2 & 3	205.9	1	7.14
4	2 & 3	205.5	1	7.14

5	2 & 3	205.5	1	7.14
6	2 & 3	205.5	1	7.14
7	2 & 3	211.6	1	7.14
8	2 & 3	213.9	1	7.14
9	2 & 3	191.3	1	7.14
10	2 & 3	191.6	1	7.14
11	2 & 3	177.5	1	7.14
12	2 & 3	177.5	1	7.14
13	2 & 3	177.5	1	7.14
14	2 & 3	175.8	1	7.14
Total Number of Strata Lots				Total Unit Entitlement of Nonresidential Strata Lots
14				14

Date: 11/10/17 (month, day, year)


Signature of Owner Developer

VICTORIA LAND TITLE OFFICE

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 - the imaged copy of each supporting document attached to this electronic application, and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
- Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
 - the supporting document is identified in the imaged copy of it attached to this electronic application;
 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.

<p>Gregory Eric Atkins E16SZ3</p>	<p>Digitally signed by Gregory Eric Atkins E16SZ3 DN: c=CA, cn=Gregory Eric Atkins E16SZ3, o=Lawyer, ou=Verify ID at www.juricert.com/LKUP.cfm?id=E16SZ3 Date: 2017.11.14 12:41:15 -08'00'</p>
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Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

1. CONTACT: (Name, address, phone number)

Wilson Marshall Law Corporation

Barristers & Solicitors

200 - 911 Yates Street

Victoria

BC V8V 4X3

File no. 20926

Tel. no. 250-385-8741

Document Fees: \$28.63

Deduct LTSA Fees? Yes

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

Form-W Schedule of Voting Rights

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

NO PID NMBR STRATA PLAN EPS4661

Related Plan Number: **EPS4661**

Strata Property Act
Form W - SCHEDULE OF VOTING RIGHTS
(Sections 245(b), 247, 248 264)

Re: Strata Plan EPS4661
being a strata plan of PID: 029-905-770
Lot 1, Section 99, Esquimalt District, Plan EPP64528

The strata plan is composed of 14 nonresidential strata lots.

The number of votes per strata lot is one of the following as set out in the following table:

- a) the number of votes per residential strata lot, if any, is 1, and the number of votes per nonresidential strata lot is calculated in accordance with section 247 (2) (a) (ii) of the Strata Property Act.
- OR** b) the strata plan is composed entirely of nonresidential strata lots, and the number of votes per strata lot is calculated in accordance with section 247 (2) (b) of the Strata Property Act.
- OR** c) the number of votes per strata lot is approved by the Superintendent of Real Estate in accordance with section 248 of the Strata Property Act.

 Signature of Superintendent of Real Estate

Strata Lot No.	Type of Strata Lot	Sheet No.	Number of Votes
1	non-residential	2 & 3	1.00
2	non-residential	2 & 3	1.00
3	non-residential	2 & 3	1.00
4	non-residential	2 & 3	1.00
5	non-residential	2 & 3	1.00
6	non-residential	2 & 3	1.00
7	non-residential	2 & 3	1.00
8	non-residential	2 & 3	1.00

9	non-residential	2 & 3	1.00
10	non-residential	2 & 3	1.00
11	non-residential	2 & 3	1.00
12	non-residential	2 & 3	1.00
13	non-residential	2 & 3	1.00
14	non-residential	2 & 3	1.00
Total Number of Strata Lots: 14			Total Number of Votes: 14.0

Date: 11, 10, 2017 (month, day, year)



Signature of Owner Developer