

# Dan Johnson

PERSONAL REAL ESTATE CORPORATION

*PEMBERTON  
HOLMES*

· ESTABLISHED 1887 ·

## Information Package

For

***202-341 Ypres St, Duncan***



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 by the Buyer.



# Dan Johnson

PERSONAL REAL ESTATE CORPORATION

## **Table of Contents**

Brochure

MLS Listing Sheet

Floor Plans

Property Notes

Zoning Map

Permitted Uses

BC Assessment

Strata Bylaws

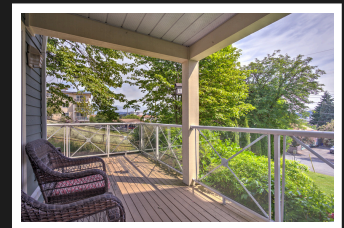
Strata Plan





PEMBERTON  
EST • HOLMES • 1887  
REAL ESTATE

## 202-341 Ypres St, Duncan



Welcome to One Shady Lane—one of Duncan's most sought-after 55+ communities. This bright and spacious 2 bed, 2 bath corner unit offers over 1100 sq ft of well-maintained living with updated flooring, a cozy gas fireplace, and a functional kitchen with a breakfast bar. The primary suite features a walk-in closet, 4pc ensuite, and direct access to the wrap-around patio—perfect for morning coffee with a view. Enjoy in-suite laundry, underground parking with storage, and access to a guest suite. Nestled on a quiet lane and shaded by mature oaks, you're within walking distance to shops, markets, cafés, and more. No pets, non-smoking building.



Priced at  
**\$499,000**

Area	Duncan
Bedrooms	2
Bathrooms	2
Lot Size	
Floor Space	1166 Sqft

Age	1996
Taxes	\$3,109 (2024)
MLS#	1002305
Parking	1

**Dan Johnson\***  
Pemberton Holmes - Duncan



(250) 709-4987  
wrkn4you@gmail.com  
www.DuncanBCRealEstate.ca  
23 Queens Road  
Duncan, V9L 2W1





**Dan Johnson**  
Personal Real Estate Corporation  
Cell: 250-709-4987  
wrkn4you@gmail.com  
Pemberton Holmes Ltd. (Dun)

**202 - 341 Ypres St Duncan BC V9L 3T5**  
MLS® No: **1002305** **\$499,000** **Active**



Welcome to One Shady Lane—one of Duncan's most sought-after 55+ communities. This bright and spacious 2 bed, 2 bath corner unit offers over 1100 sq ft of well-maintained living with updated flooring, a cozy gas fireplace, and a functional kitchen with a breakfast bar. The primary suite features a walk-in closet, 4pc ensuite, and direct access to the wrap-around patio—perfect for morning coffee with a view. Enjoy in-suite laundry, underground parking with storage, and access to a guest suite. Nestled on a quiet lane and shaded by mature oaks, you're within walking distance to shops, markets, cafés, and more. No pets, non-smoking building.

Room	Level	Dims/Pieces
Bathroom	Main	3-Piece
Bedroom	Main	10'2x12'11
Bedroom - Primary	Main	16'1x17'5
Dining Room	Main	10'0x15'7
Ensuite	Main	4-Piece
Entrance	Main	7'7x11'2
Kitchen	Main	9'4x14'3
Laundry	Main	7'1x9'9
Living Room	Main	13'4x10'3
Walk-in Closet	Main	7'6x3'9

MLS® No: **1002305** List Price: **\$499,000**  
Status: **Active** Orig Price: **\$499,000**  
Area: **Duncan** Sub Area: **Du West**  
DOM: **0** Sold Price:  
Sub Type: **Condo Apartment**  
Pend Date: Title: **Freehold/Strata**

#### Interior

Beds: <b>2</b>	Baths: <b>2</b>	Kitchens: <b>1</b>	Fireplaces: <b>1</b>	Storeys: <b>4</b>
FinSqFt Total: <b>1,166</b>	UnFin SqFt: <b>0</b>	SqFt Total: <b>1,166</b>	Basement: <b>No</b>	Addl Accom: <b>In Unit</b>
2pc Ensuities: <b>0</b>	3pc Ensuities: <b>0</b>	4+pc Ensuities: <b>1</b>	Beds or Dens: <b>2</b>	
Layout: <b>Condo</b>		Appl Incl: <b>F/S/W/D</b>		
Heating: <b>Baseboard, Electric</b>		Cooling: <b>None</b>		
Intr Ftrs:				

#### Exterior/Building

Built (Est): <b>1996</b>	Front Faces: <b>East</b>	Storeys: <b>4</b>	Bldg Warranty:
Construction: <b>Cement Fibre, Frame Wood, Insulation: Ceiling, Insulation: Walls</b>		Foundation: <b>Poured Concrete</b>	Roof: <b>Asphalt Shingle</b>
Lgl NC Use:	Access: <b>Road: Paved</b>		Bldg Style:
Exterior Ftrs:			

#### Lot

Lot SqFt: <b>0</b>	Lot Acres: <b>0.00</b>	Dimensions:	Shape:
Park Type: <b>Underground</b>	Park Spcs: <b>1</b>	View: <b>City</b>	Waterfront:
Carport Spcs: <b>0</b>	Garage Spcs: <b>0</b>		Water: <b>Municipal</b>
Sewer: <b>Sewer Connected</b>	Restrictions:	Services:	
Lot Ftrs: <b>Central Location, Easy Access, Landscaped, Recreation Nearby, Shopping Nearby</b>			

#### Legal/Public Records

Assessed: <b>\$464,000</b>	Assess Yr: <b>2025</b>	Taxes: <b>\$3,109</b>	Tax Year: <b>2024</b>
PID: <b>023-527-200</b>	Roll No: <b>5100027</b>	Zoning: <b>HDR</b>	Zone Desc: <b>Residential</b>
Plan Number:	Lot: Block:	District Lot:	Land District:
Legal Description: <b>Strata Lot 2, Section 17, Range 6, Quamichan District, Plan VIS4072, together with an interest in the Common Property in proportion to the Unit Entitlement of the Strata Lot as shown on Form 1</b>			

#### Strata

Strata/Pad Fee: <b>\$487</b>	Strata/Pad Fee Year: <b>2025</b>	Prop Mgr: <b>Grace Point Strata Management</b>	Mgr Phone: <b>(250) 802-5124</b>
Complex:	Bldgs/Cmplx: <b>1</b>	Str Lots/Cmplx: <b>14</b>	Str Lots/Bldg: <b>14</b>
Balc SqFt:	Patio SqFt:	LCP SqFt:	Stor SqFt:
Park SqFt:	Park Incl: <b>0</b>	Park Cmn Sp: <b>0</b>	Park LCP Spc: <b>1</b>
Depr Rpt?: <b>Yes</b>	Plan Type: <b>Building</b>	Lvls in Unit: <b>1</b>	Unit's Level: <b>Other Level</b>
Subdivision Name: <b>One Shady Lane</b>			
Rent Allwd?: <b>Unrestricted</b>			
Yngst Age: <b>55</b>			
Pets Allwd: <b>None</b>	<b>no pets allowed</b>		
BBQs Allwd: <b>Yes</b>			
Smoking Byl: <b>Yes</b>	<b>no smoking</b>		
Unit Incl: <b>Balcony, Parking Stall, Separate Storage</b>			
Assmt Incl: <b>Garbage Removal, Insurance, Maintenance Grounds, Maintenance Structure, Property Management, Sewer, Water</b>			
Shrd Am: <b>Elevator(s), Guest Suite, Meeting Room, Secured Entry</b>			





## FLOOR PLAN

GROSS INTERNAL AREA  
FLOOR PLAN 1,166 sq.ft.  
EXCLUDED AREAS : BALCONY 309 sq.ft.  
TOTAL : 1,166 sq.ft.

SIZES AND DIMENSIONS ARE APPROXIMATE, ACTUAL MAY VARY.





## High Density Residential Zone

## HDR

### 4.9 Intent

- 4.9.1 The intent of the High Density Residential (HDR) zone is to permit *multi-unit dwellings* that can accommodate a variety of *building* forms up to 5 storeys in height.

### 4.10 Permitted Uses

- 4.10.1 The uses permitted in the HDR zone are as follows:

Principal Uses	Accessory Uses
<i>Assisted Living Residential Facility</i> <i>Community Care Facility</i> <i>Dwelling, Multi-Unit</i> <i>Dwelling, Multi-Unit Rowhouse</i>	<i>Home-Based Business</i> <i>Offices for the provision of support services for residents in a Multi-Unit Dwelling development for women who have experienced or are at risk of violence</i>

### 4.11 Development Regulations

- 4.11.1 Development in the HDR zone is subject to the following:

Development Criteria	Regulations		
Maximum <i>Parcel Coverage</i>	70% for all <i>buildings</i> and <i>structures</i> combined		
Minimum <i>Floor Area Ratio</i>	0.75:1		
Maximum <i>Floor Area Ratio</i>	<b>Base Density</b>	<b>Bonus Density I</b>	<b>Bonus Density II</b>
	2.4:1	2.7:1	3:1
Amenities Required for Bonus Density I	A density bonus of up to 0.3 above the base density is permitted if the developer enters a <i>housing agreement</i> with the <i>City</i> , to require that a minimum of 30% of the <i>dwelling units</i> in the entire development are rental or <i>affordable housing</i> units.		

Amenities Required for Bonus Density II	A density bonus of up to 0.6 above the base density is permitted if at least one of the following conditions are met: (i) The developer enters a <i>housing agreement</i> with the City to require that a minimum of 75% of the <i>dwelling units</i> in the entire development are rental units or <i>affordable housing</i> units; (ii) 100 % of the required parking spaces for the entire development are located underground or within a parking <i>structure</i> incorporated into the design of the <i>building</i> ; or (iii) The entire development achieves or exceeds British Columbia Energy Step Code Level 3 energy efficiency requirements.
Parcel Access	Where a <i>parcel</i> abuts a <i>lane</i> intended for <i>motor vehicle</i> access to a <i>parcel</i> , access must only be from the <i>lane</i> .

Principal Building		Regulations
Maximum Height		17 m (5 <i>habitable storeys</i> )
Minimum Height		3 <i>habitable storeys</i>
Minimum Parcel Line Setback	Front	3 m
	Rear	10 m where driveway access and parking is located behind the <i>principal building</i> . 4 m where 100% of parking is provided beneath a <i>principal building</i> .
	Side, Interior	1.5 m
	Side, Exterior	3 m
Maximum Parcel Line Setback	Front	6 m
	Side, Exterior	6 m
Minimum Garage Setback		6 m where the garage door is facing a <i>highway</i> .
Accessory Buildings and Structures		Regulations
Maximum Height		5 m
Minimum Parcel Line Setback	Front	4 m
	Rear	1.2 m
	Side, Interior	1.2 m
	Side, Exterior	4 m

4.11.2 A *single unit* or *two unit dwelling* to which this section applies may be rebuilt for a *residential use* if it is damaged to the extent of 75% or more of its value above the foundation, despite any rule in the *Local Government Act* that would limit the use of the building if rebuilt, provided that its *floor area* is not increased and the number of *dwelling units* in the building is not increased.

## 4.12 Conditions of Use and Subdivision Regulations



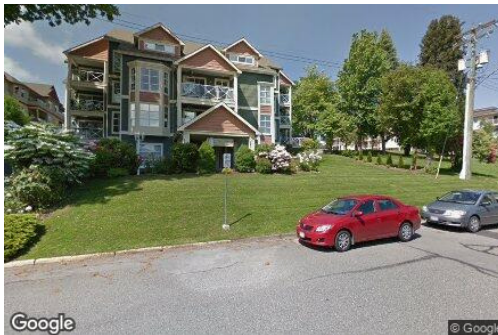
4.12.1 *Permitted Uses* within the HDR zone is subject to the following *conditions of use*:

Parcel Area and Frontage by Use	Conditions	
Minimum <i>Parcel Area</i> for <i>Multi-Unit Dwellings</i>	600 m <sup>2</sup>	
Minimum <i>Parcel Frontage</i> for <i>Multi-Unit Dwellings</i>	15 m	
Minimum <i>Parcel Area</i> for <i>Rowhouse Dwelling</i>	250 m <sup>2</sup>	for a <i>dwelling unit</i> which shares a <i>party wall</i> with one (1) other <i>dwelling unit</i> and has one (1) <i>exterior side yard</i> .
	200 m <sup>2</sup>	for a <i>dwelling unit</i> which shares a <i>party wall</i> with one (1) other <i>dwelling unit</i> and has one (1) <i>interior side yard</i> .
	150 m <sup>2</sup>	for a <i>dwelling unit</i> which shares a <i>party wall</i> with two (2) other <i>dwelling units</i> .
Minimum <i>Parcel Frontage</i> for <i>Rowhouse Dwelling</i>	9 m	for a <i>dwelling unit</i> which shares a <i>party wall</i> with one (1) other <i>dwelling unit</i> and has 1 <i>exterior side yard</i> .
	7.5 m	for a <i>dwelling unit</i> which shares a <i>party wall</i> with one (1) other <i>dwelling unit</i> and has one (1) <i>interior side yard</i> .
	5 m	for a <i>dwelling unit</i> which shares a <i>party wall</i> with two (2) other <i>dwelling units</i> .

4.12.2 Despite Subsection 4.12.1, where the proposed *use* is a *Multi-Unit Rowhouse Dwelling, subdivision* shall only be permitted once the *building* is substantially commenced in accordance with an approved Development Permit and subsequent Building Permit.

**202-341 YPRES ST DUNCAN V9L 3T5**

Area-Jurisdiction-Roll: 04-207-0510-00-27

**Total value                \$464,000**

2025 assessment as of July 1, 2024

Previous year value                \$440,000

**Property information**

Year built	1996
Description	Strata Apartment - Frame
Bedrooms	2
Baths	2
Carports	
Garages	
Land size	
First floor area	
Second floor area	
Basement finish area	
Strata area	1,119
Building storeys	1
Gross leasable area	
Net leasable area	
No.of apartment units	

**Legal description and parcel ID**

STRATA LOT 2, PLAN VIS4072, SECTION 17, RANGE 6,  
QUAMICHAN LAND DISTRICT, TOGETHER WITH AN  
INTEREST IN THE COMMON PROPERTY IN PROPORTION  
TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS  
SHOWN ON FORM 1

PID: 023-527-200

**Sales history (last 3 full calendar years)**

No sales history for the last 3 full calendar years

**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



1. Contact

Document Fees: \$32.51

**Colyvan Pacific Real Estate Management Services Ltd**  
**1100 Melville Street - Unit 1325**  
**Vancouver BC V6E 4A6**  
**604-683-8399**

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

**VIS4072**

**THE OWNERS, STRATA PLAN VIS4072**

**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.

**Marnie Gunther**  
**QKY7MA**

Digitally signed by  
Marnie Gunther QKY7MA  
Date: 2024-07-08  
10:48:29 -07:00

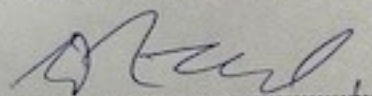
**Form I**

**Strata Property Act**  
[am. B.C. Reg. 312/2009, s. 7.]

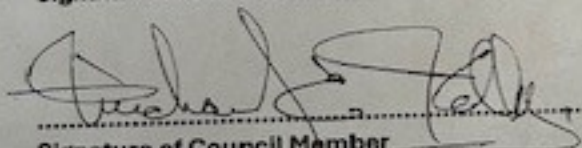
**AMENDMENT TO BYLAWS**  
(Section 128)

The Owners, Strata Corporation VIS 4072 certify that the following amendment (addition) 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 General Meeting held on June 19, 2024.

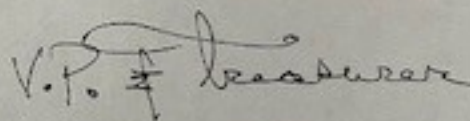
To amend the currently registered bylaw document of the strata corporation to include the following bylaw as approved by a  $\frac{3}{4}$  vote of members present in person or by proxy at the Annual General Meeting:

 President

.....  
Signature of Council Member



.....  
Signature of Council Member

 V.P. of Treasurer

\* Section 128 (2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.



**WHEREAS** The Owners, Strata Plan VIS 4072 (the “Strata Corporation”) wishes to amend the bylaws of the Strata Corporation pursuant to the *Strata Property Act*, S.B.C. 1998, Chapter 43;

**NOW THEREFORE BE IT RESOLVED** by 3/4 vote of the Strata Corporation pursuant to section 128 of the *Strata Property Act*, S.B.C. 1998, Chapter 43, that the Schedule of Standard Bylaws attached to the *Strata Property Act*, S.B.C. 1998, Chapter 43, as amended from time to time, shall be the bylaws of the Strata Corporation except as hereinafter altered, amended or added to:

- 1. *Bylaw 12(b) filed in the Land Title Office on June 23, 2022 under Instrument No. CB27021 shall be amended by deleting reference to “hot water tank”, so that after the amendment, Bylaw 12 shall read as follows:***

12. An owner must:

- (a) maintain their gas fireplace, hot water tank and heat pump to the recommended standard of the appliance manufacturer,
- (b) employ a licenced service technician to provide inspection and maintenance services for their gas fireplace and heat pump annually;
- (c) employ a licensed service technician to provide repair services for their gas fireplace, hot water tank and heat pump as needed,
- (d) forward a written report to strata council within thirty (30) days of any inspection, maintenance, or repair servicing of their gas fireplace, hot water tank, or heat pump,
- (e) replace, remove, or decommission a gas fireplace, hot water tank, or heat pump should the appliance be found to be faulty or defective upon inspection by a licenced technician.

- 2. *Bylaw 15(d) filed in the Land Title Office on June 19, 2018 under Instrument No. CA6874210 and June 23, 2022 under Instrument No. CB27021 shall be amended by adding 15(d) (vii), being the requirement to shut off the main water shut off valve, so that after the amendment Bylaw 15(d) shall read as follows:***

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

- (d) a strata lot, 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, stairs, 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,
  - (v) fences, railings and similar structures that enclose patios, balconies and yards, and,
  - (vi) smoke detectors, and,
  - (vii) main water shut off valve.

**3. Bylaw 31 (a) and (b) filed in the Land Title Office on June 19, 2018 under Instrument No. CA6874210 shall be deleted and the following bylaw 31(1) – (10) added in its place, so that after the amendment, Bylaw 31 shall read as follows:**

*Fines*

**31 (1) Complaint, right to answer and notice of decision (s. 135, Act)**

- (a) The council must not impose a fine for a contravention of a bylaw or rule, require a person to pay the costs of remedying a contravention or deny a person the use of a recreation facility unless the Strata Corporation has received a complaint about the contravention and given the owner or tenant the particulars of the complaint, in writing, and a reasonable opportunity to answer the complaint, including a hearing if requested by the owner or tenant.
  - (b) If the person is a tenant, the Strata Corporation must give notice of the complaint to the person's landlord, to the owner, or to the owner's representative.
  - (c) The Strata Corporation must promptly give notice in writing of a decision to the tenant or owner.
  - (d) Once the requirements referred to in this section have been complied with, the council may impose a fine for a continuing contravention of that bylaw or rule without further compliance with this section.
- (2) Subject to compliance with subsection (1), the council, in addition to any other rights or remedies available under law, may levy a fine in its sole and absolute discretion in an amount not to exceed the maximum set out in the Regulations, currently:
- (a) \$1,000.00 per day for each contravention of a temporary accommodation bylaw;
  - (b) \$200.00 for each contravention of the remaining bylaws of the Strata Corporation; and,
  - (c) \$50.00 for each contravention of a rule.
- (3) A late payment penalty may be assessed against an owner who is in default of payment of strata fees or special levies in the amount of up to \$200.00 for each and every month that payment remains in default.

- (4) The Strata Corporation may fine an owner if a bylaw or rule is contravened by the owner, the owner's tenant, occupant or visitor.
- (5) The Strata Corporation may fine a tenant if a bylaw or rule is contravened by the tenant or the tenant's occupant or visitor.
- (6) If the Strata Corporation fines a tenant or requires a tenant to pay the costs of remedying a contravention of the bylaws or rules, the Strata Corporation may collect the fine or costs from the tenant, the tenant's landlord or the owner, but may not collect an amount, that in total is greater than the fines or costs.
- (7) The maximum amount of a fine and the maximum frequency of imposition of a fine must not exceed the maximums set out in the regulations to the *Act*.

#### **Remedy a contravention**

- (8) The Strata Corporation may do what is reasonably necessary to remedy a contravention of the bylaws or rules, including:
  - (a) doing work on or to a strata lot, the common property or common assets;
  - (b) removing objects from the common property or common assets; and/or,
  - (c) applying to the Civil Resolution Tribunal or any other Court of competent jurisdiction for appropriate orders.
- (9) Subject to compliance with section 135 of the *Act*, the Strata Corporation may require the reasonable costs of remedying the contravention be paid by a person who may be fined for the contravention under these bylaws, and reasonable costs shall be deemed to include legal costs on a full indemnity basis.

#### *Continuing contravention*

- (10) If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days, except for a contravention of a temporary accommodation bylaw where a fine may be imposed daily.

**4. Bylaw 43 filed in the Land Title Office on June 23, 2022 under Instrument No. CB27021 shall be deleted.**

**5. Bylaw 4 (Rental Prohibition) filed in the Land Title Office on June 19, 2018 under Instrument No. CA6874210 and June 23, 2022 under Instrument No. CB27021 is deleted and the following bylaw 4 (1 – 5) added in its place, so that after the amendment, Bylaw 4 (Short Term Accommodations & Licenses to Occupy) shall read as follows:**

#### **Short Term Accommodations & Licenses to Occupy**

- 1) An Owner, Tenant, or Occupant shall not use or permit a strata lot to be used for any purpose other than as a single-family residence.
- 2) A strata lot may not be used for commercial purposes or activities including, but not limited to, the following:
  - a. Vacation, travel, or temporary accommodations;
  - b. Short-term rentals of less than 30 days
  - c. Hotel or hotel-like accommodation;
  - d. Boarding or lodging house;
  - e. Bed & Breakfast;
  - f. Airbnb, Homeway, VRBO, Highstreet Accommodations, or any other vacation, travel, short-term or temporary accommodation organizations;
  - g. Executive home rental arrangements;
  - h. Any licensing agreements for short-term or long-term accommodations.
- 3) For the purpose of subsection 2, an owner, tenant, or occupant is prohibited from advertising or listing the availability of a strata lot on any vacation, travel, temporary, or short-term accommodation websites or in any print media for any of the uses set out in subsection 2.
- 4) For the purpose of this Bylaw, short-term rentals, vacation rentals, travel accommodation, short-term license agreements, temporary accommodations or other short-term accommodation referred to in subsection 2 is defined as any lease, tenancy short-term license agreement, temporary accommodation license to occupy or other short-term accommodation that is for a period of less than thirty days, whether done so on a continuous, semi-continuous, or on a single-night basis for short-term accommodation purposes.
- 5) Subject to subsections 3(2)(c) and 7(3) of these bylaws, an owner may, on application to and where council has given written approval that may contain or impose conditions, engage a resident house sitter to maintain their strata lot during an owner's absence that will exceed 15 days.

Following a call for questions and/or discussion, some owners were enquiring who is responsible for maintenance of fireplaces. It was clarified by council that the strata covers the annual inspection of the fireplaces, but the owners are responsible for repairs.

Following this discussion, the vote was called:

**In Favour: 14   Opposed: 0   Abstentions: 0   The resolution was *CARRIED***



## NOTICE OF REGISTRATION

**Date of Issue:** June 27, 2022  
**Submitter's Name:** Joanne Zipser  
**File Reference:** 10962

**Description:** Amendment to Bylaws

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**The following application(s) have now reached final status:**

STRATA PLAN FILING

CB27021

FILED

Product support is available online at <https://help.ltsa.ca>. You can also call the Customer Service Centre for land title and survey practice matters, or Technical Support for all registry and product questions at 604-630-9630 or toll free at 1-877-577-LTSA (5872). Non-urgent support requests can be submitted online at <https://ltsa.ca/contact-us-0>.



## Strata Property Act Filing

VICTORIA LAND TITLE OFFICE  
JUN 23 2022 13:32:47.001  
**CB27021**

### 1. Contact

**Joanne P. Zipser Notary Public**  
**103 394 Duncan Street**  
**Duncan BC V9L 3W4**  
**12507487155**

10962

**Document Fees: \$30.53**

### 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

**VIS4072**

**STRATA LOTS 1 TO 14**

#### 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.

**Joanne Zipser**  
**B38636**

Digitally signed by  
Joanne Zipser B38636  
Date: 2022-06-23  
13:31:01 -07:00

*Strata Property Act*

**Form I**

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

**AMENDMENT TO BYLAWS**

*(Section 128)*

The Owners, Strata Plan VIS4072 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 10, 2022.\*

Repeal Hot water tanks Section 12 and replace the section with the following:

**Gas fireplaces, hot water tanks and heat pumps**

12 An owner must:

- (a) maintain their gas fireplace, hot water tank and heat pump to the recommended standard of the appliance manufacturer,
- (b) employ a licensed service technician to provide inspection and maintenance services for their gas fireplace, hot water tank and heat pump annually,
- (c) employ a licensed service technician to provide repair services for their gas fireplace, hot water tank and heat pump as needed,
- (d) forward a written report to strata council within thirty (30) days of any inspection, maintenance, or repair servicing of their gas fireplace, hot water tank, or heat pump,
- (e) replace, remove, or decommission a gas fireplace, hot water tank, or heat pump should the appliance be found to be faulty or defective upon inspection by a licensed technician.

Repeal Repair and maintenance of property by strata corporation Section 15(d) subsections (v), (vi), and (vii) and replace with the following subsections:

- 15(d)(v) fences, railings and similar structures that enclose patios, balconies, and yards, and
- 15(d)(vi) smoke detectors.

Add the following section:

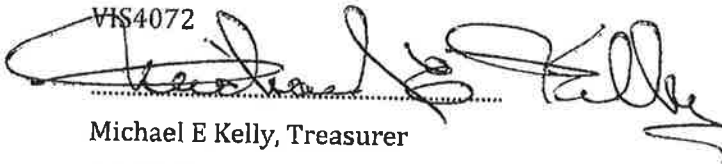
**Budget**

43 The treasurer must include in the annual strata operating fund budget expense items to engage licensed technicians to provide inspection and maintenance services for the gas fireplaces and hot water tanks.



Katheryn Atchison, President

VIS4072



Michael E Kelly, Treasurer

VIS4072

(not required if council consists of only one member)

\* Section 128 (2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.



STRATA PROPERTY ACT FILING  
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 21 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.

Garry Gracey  
HX5N61c=CA, cn=Garry Gracey  
HX5N61, o=Notary,  
ou=Verify ID at  
www.juricert.com/  
LKUP.cfm?id=HX5N61

- 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*.

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

Concise Strata Management Ltd.

202-572 Stewart Avenue

Nanaimo

BC V9S 5T5

(250) 754-4001

File: VIS4072

Document Fees: \$28.63

Deduct LTSA Fees? Yes ☒

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

Form-I Amendment to Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

**NO PID NMBR THE OWNERS STRATA PLAN VIS4072**Related Plan Number: **VIS4072**

**Form I**

***Strata Property Act***

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

**AMENDMENT TO BYLAWS**

*(Section 128)*

The Owners, Strata Corporation VIS 4072 certify that the following 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 general meeting held on June 5, 2018.

**All previously registered bylaw documents shall be repealed and replaced with this single new bylaw document.**

  
.....  
Signature of Council Member

  
.....  
Signature of Council Member

\* Section 128 (2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.

**VIS4072 Bylaws**  
**Adopted June 5, 2018**

**Division 1 — Duties of Owners, Tenants, Occupants and Visitors**

**Payment of strata fees and special levies**

- 1(1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) Subject to section 108 of the BC Strata Property Act (hereinafter the "Act"), an owner must pay their share of any special levy in accordance with the procedure set out in the special levy resolution as adopted at a special or annual general meeting.

**Repair and maintenance of property by owner**

- 2(1) An owner must repair and maintain their strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (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.

**Age restriction**

- 3(1) No person shall own a strata lot unless that person is at least 55 years of age, or that person is the spouse of an owner who is at least 55 years of age.
- (2) A person under the age of 55 years shall not be permitted to reside in a strata lot, except for:
  - (a) a spouse, if the other spouse is at least 55 years of age,
  - (b) caregivers and nurses where on application by an owner circumstances are shown to warrant such accommodation and council gives written approval that may contain or impose conditions, and
  - (c) any other person where on application by an owner circumstances are shown to warrant such accommodation and council gives written approval that may contain or impose conditions.

**VIS4072 Bylaws**  
**Adopted June 5, 2018**

(3) For the purposes of subsection 3(2), a person is deemed to reside in a strata lot if that person occupies a strata lot for any period of time greater than 45 days during any period of 6 consecutive months commencing on the first day of the month in which the first day of the 45 day occupancy occurs.

**Rental prohibition**

4(1) Subject to any statutory exemptions under the *Act*, renting, leasing, or permitting any form of non-owner tenancy of a strata lot is prohibited.

(2) An owner who rents leases or otherwise permits non-owner residential tenancy of their strata lot as an exemption must:

- (a) make written notification to the strata corporation of the basis for the exemption,
- (b) provide evidence in support of the validity of the exemption under the *Act*,
- (c) provide a signed Form K within 7 days of renting their strata lot,
- (d) comply with any conditions contained in the strata corporation's written approval of the rental, lease, or other non-owner tenancy of their strata lot, and
- (e) renew the exemption annually.

(3) An owner must not licence their strata lot for any form of short term rental or accommodation use.

(4) Subject to subsections 3(2)(c) and 7(3) of these bylaws, an owner may, on application to and where council has given written approval that may contain or impose conditions, engage a resident house sitter to maintain their strata lot during an owner's absence that will exceed 15 days.

**Use of property**

5(1) An owner, tenant, occupant, or visitor must not use a strata lot, the common property or common assets in a way that:

- (a) causes a nuisance or hazard to another person,



**VIS4072 Bylaws**  
**Adopted June 5, 2018**

- (b) causes unreasonable noise or odour,
  - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
  - (d) is illegal, or
  - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) An owner, tenant, occupant, or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the *Act*.
- (3) An owner, tenant, occupant, or visitor must ensure that all animals brought on to a strata lot, the common property, limited common property, or on land that is a common asset are:
- (a) leashed or otherwise secured while on the common property, limited common property, or on land that is a common asset, and
  - (b) immediately cleaned up after at all times.
- (4) Subject to any statutory exemptions, an owner, tenant, or occupant must not keep any animal including but not limited to dogs, cats, birds, fish, rodents, reptiles, spiders, or insects on a strata lot, the common property, limited common property, or on land that is a common asset.
- (5) Marijuana cultivation and processing are both prohibited activities within a strata lot, on interior and exterior common property, and on limited common property.

**Smoking**

- 6(1) Smoking any tobacco or similar product including, but not limited to electronic cigarettes and marijuana is prohibited by any person:
- (a) in a strata lot,

**VIS4072 Bylaws**  
**Adopted June 5, 2018**

- (b) on the interior common property, including but not limited to the hallways, stairwells, guest suite, elevator, parkade, and the strata electrical, mechanical, elevator, and storage rooms,
  - (c) on the limited common property patios and balconies,
  - (d) anywhere on the exterior common property of the strata corporation, including inside vehicles parked on the exterior or interior common property; and
  - (e) anywhere within 5 metres of the street side strata property line.
- (2) All owners and cohabiting spouses as of the date of the first approval of this section at the special general meeting held on March 28, 2017, and filed in the Victoria Land Titles Office on April 12, 2017, are grandfathered from subsections 6(1)(a) and 6(1)(c) of this bylaw, but must comply with subsections 5(1)(a) and 5(1)(c).
- (3) This grandfathering provision does not apply to any owner's or cohabiting spouse's visitors, guests, tenants, contractors, or service providers who shall be bound by subsection 6(1) of this bylaw.
- (4) This grandfathering provision of strata lot owners and their cohabiting spouses is extinguished with the first transfer or conveyance of their strata lot to a new owner.
- (5) If council is satisfied that the grandfathering provision would result in discrimination against an owner with a disability pursuant to the provisions of the British Columbia *Human Rights Code* (the "Code") who, as a result of a disability is adversely affected by second hand smoke, council may order an owner to cease and desist smoking on that owner's strata lot and limited common property despite subsection 6(2) of this bylaw.
- (6) If council is satisfied that the smoking prohibition would constitute discriminatory treatment against an owner pursuant to the provisions of the Code as a result of a disability, council may in its sole discretion opt not to enforce this smoking bylaw against that owner.

**VIS4072 Bylaws**  
**Adopted June 5, 2018**

**Inform strata corporation**

- 7(1) Subject to the BC Personal Information Protection Act, within 2 weeks of becoming an owner, the owner shall inform the strata corporation of the owner's name, strata lot number, onsite contact information, and offsite emergency contact information.
- (2) At each annual general meeting an owner shall confirm that their contact information is current.
- (3) An owner shall inform the strata corporation of any absence from their strata lot that will be in excess of 15 days and provide the strata corporation with the contact information of a responsible person designated by the owner to respond to any emergency relating to the owner's strata lot or personal property.

**Moving**

- 8(1) An owner, tenant, or occupant must obtain written approval of the strata corporation before moving into or out of the building.
- (2) An owner must comply with any conditions contained or imposed by strata council in its approval of a move into or out of the building.
- (3) If any strata common property or limited common is damaged as a result of a move, the strata corporation may repair such damage and recover the cost of the repair from the owner, tenant, or occupant responsible for the damage.

**Obtain approval before making change to a strata lot**

- 9(1) An owner must obtain the written approval of the strata corporation before making any change, alteration, improvement or addition to a strata lot that involves any of the following:
- (a) the structure of a building;
  - (b) the exterior of a building;

**VIS4072 Bylaws**  
**Adopted June 5, 2018**

- (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
  - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
  - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
  - (f) common property located within the boundaries of a strata lot;
  - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the *Act*.
- (2) The strata corporation must not unreasonably withhold its approval under subsection 9(1), but may require as a condition of its approval that the owner agree, in writing to:
- (a) take responsibility for any expenses including installation, repair, maintenance, replacement, insurance, legal, and all other current and future costs related to the change, alteration, or improvement and
  - (b) any other terms and conditions that may be specified by the strata corporation.

**Obtain approval before making change to common property**

- 10(1)** An owner must obtain the written approval of the strata corporation before making any change, alteration, improvement or addition to common property, including limited common property, common assets, or in an implied easement.
- (2) The strata corporation may require as a condition of its approval that the owner agree, in writing to:
- (a) take responsibility for any expenses including installation, repair, maintenance, replacement, insurance, legal, and all other current and future costs related to the change, alteration, or improvement and
  - (b) any other terms and conditions that may be specified by the strata corporation.



**VIS4072 Bylaws**  
**Adopted June 5, 2018**

**Responsible for changes, alterations, improvements, and additions**

**11(1)** An owner is responsible for and must repair and maintain, any change, improvement, alteration, or addition made by them or by a previous owner to:

- (a) their strata lot,
- (b) adjoining common property,
- (c) adjoining limited common property, or
- (d) adjoining implied easement.

(2) An owner must make good any damage to a strata lot, the common property, or limited common property that is caused by or arises from any change, improvement, alteration, or addition made by them or by a previous owner to:

- (a) their strata lot,
- (b) adjoining common property,
- (c) adjoining limited common property, or
- (d) adjoining implied easement.

**Hot water tanks**

**12** An owner must:

- (a) provide the strata corporation with proof of the age of their hot water tank and the expiry date of its warranty,
- (b) ensure that their hot water tank is in proper operating condition at all times, and
- (c) replace the tank within the warranty period specified by the manufacturer.

**Permit entry to strata lot**

**13(1)** An owner, tenant, occupant, or visitor must allow a person authorized by the strata corporation along with one accompanying person to enter the strata lot:

**VIS4072 Bylaws**  
**Adopted June 5, 2018**

- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
  - (b) at a reasonable time, on 48 hours' written notice, to inspect, repair, or maintain common property, common assets, and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the *Act*.
- (2) The notice referred to in subsection 13(1)(b) must include the date and approximate time of entry and the reason for entry.

**Insurance deductible**

- 14(1)** An owner shall indemnify the strata corporation from and against any loss or damage to a strata lot, the common property, the limited common property, or the contents of the same, for which the owner is responsible. In particular, the owner shall reimburse the strata corporation for the expense of any repair or replacement necessitated by such loss or damage, 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 the owner must pay or reimburse to the strata corporation.
- (2) For further certainty, an owner may be responsible for unintended loss or damage despite the fact that the owner may not have been negligent. Without limiting the generality of the foregoing, an owner is deemed to be responsible for:
- (a) any water escape or related damages from any appliance, fixture, equipment, or other similar item located in that owner's strata lot,
  - (b) any damage arising out of any change, alteration, improvement, or addition to the strata lot, the common property, or the limited common property installed by that owner or any prior owner of that strata lot, or
  - (c) any repair to property that an owner is required to repair and maintain.

**VIS4072 Bylaws**  
**Adopted June 5, 2018**

**Division 2 — Powers and Duties of Strata Corporation**

**Repair and maintenance of property by strata corporation**

- 15** 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, stairs, 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, 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, stairs, 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,

**VIS4072 Bylaws**  
**Adopted June 5, 2018**

- (v) fences, railings and similar structures that enclose patios, balconies and yards,
- (vi) smoke detectors, and
- (vii) gas fireplaces and the related controls.

**Strata corporation to insure**

- 16(1)** The strata corporation shall have an appraisal of the property, which shall be updated every three years, for the purposes of determining full replacement value pursuant to section 149(4)(a) of the *Act*
- (2) For purposes of section 149(4)(b) of the *Act*, the strata corporation may obtain insurance to cover additional perils including, but not limited to:
- (a) earthquake, and
  - (b) director's and officer's (D&O) liability.

**Division 3 – Council**

**Eligibility for council**

- 17(1)** A council member must be an owner.
- (2) Only 1 owner of a strata lot may be a council member at any one time.

**Council size**

- 18** Council must have at least 3 and not more than 5 members.

**Council members' terms**

- 19(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.

**VIS4072 Bylaws**  
**Adopted June 5, 2018**

**Removing council member**

- 20(1)** The strata corporation may, by a resolution passed by a  $\frac{3}{4}$  vote at an annual or special general meeting, remove from council one or more council members.
- (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.

**Replacing council member**

- 21(1)** If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be any person eligible to sit on the council.
- (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.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least  $\frac{1}{4}$  of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the *Act*, the regulations and the bylaws respecting the calling and holding of meetings.

**Officers**

- 22(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, a treasurer, and a privacy officer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president:



**VIS4072 Bylaws**  
**Adopted June 5, 2018**

- (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.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

**Calling council meetings**

- 23(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.
- (2) The notice does not have to be in writing.
  - (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.
  - (4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

**Quorum of council**

- 24(1)** A quorum of the council is:
- (a) 2, if council consists of 3 or 4 members, and
  - (b) 3, if council consists of 5 members.

**VIS4072 Bylaws**  
**Adopted June 5, 2018**

- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

**Council meetings**

- 25(1)** At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Owners may attend council meetings as observers.
- (4) Despite subsection 25(3), no observers may attend those portions of council meetings that deal with any of the following
- (a) bylaw contravention hearings under section 135 of the *Act*;
  - (b) rental restriction bylaw exemption hearings under section 144 of the *Act*;
  - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

**Voting at council meetings**

- 26(1)** At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

**VIS4072 Bylaws**  
**Adopted June 5, 2018**

**Council to inform owners of minutes**

**27** The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

**Delegation of council's powers and duties**

**28(1)** Subject to subsections 28(2) to 28(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.

(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 28(3).

(3) A delegation of a general authority to make expenditures must:

(a) set a maximum amount that may be spent, and

(b) indicate the purposes for which, or the conditions under which, the money may be spent.

(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.

**Spending restrictions**

**29(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.

**VIS4072 Bylaws**  
**Adopted June 5, 2018**

(2) Despite subsection 29(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.

**Limitation on liability of council member**

**30(1)** A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.

(2) Subsection 30(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**

**Maximum fine**

**31** The strata corporation may fine an owner a maximum of:

- (a) \$200 for each contravention of a bylaw, and
- (b) \$50 for each contravention of a rule.

**Continuing contravention**

**32** If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

**VIS4072 Bylaws**  
**Adopted June 5, 2018**

**Division 5 — Annual and Special General Meetings**

**Person to chair meeting**

- 33(1)** Annual and special general meetings must be chaired by the president of the council.
- (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.
- (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.

**Eligible voters**

- 34** The vote for a strata lot may not be exercised, except on matters requiring an 80% vote or unanimous vote, if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the *Act*.

**Participation by other than eligible voters**

- 35(1)** Guests of owners, tenants, and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- (3) Persons who are not eligible to vote must leave the meeting if requested to do so by:
- (a) a resolution passed by a majority vote at the meeting, or
  - (b) the chair of the meeting.

**VIS4072 Bylaws**  
**Adopted June 5, 2018**

**Quorum**

- 36(1)** A quorum for an annual or special general meeting is eligible voters holding  $\frac{1}{3}$  the strata corporation's votes present in person or by proxy.
- (2) Notwithstanding section 48(3) of the *Act*, if within  $\frac{1}{2}$  hour from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall stand adjourned for a further  $\frac{1}{2}$  hour from the time appointed and, if at that time a quorum is still not present for the meeting, the eligible voters present in person and by proxy shall constitute a quorum.

**Voting**

- 37(1)** At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on by a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

**Order of business**

- 38** The order of business at annual and special general meetings is as follows:
- (a) certify proxies and issue voting cards;

**VIS4072 Bylaws**  
**Adopted June 5, 2018**

- (b) determine that there is a quorum;
- (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) ratify any new rules made by the strata corporation under section 125 of the *Act*;
- (j) report on insurance coverage in accordance with section 154 of the *Act*, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the *Act*, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the *Act*;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

**Division 6 —General**

**Dispute resolution and referral**

**39** Subject to first attempting to negotiate a voluntary settlement pursuant and subject to sections 34.1 and 189.1 of the *Act*, settlement of any dispute among owners,

**VIS4072 Bylaws**  
**Adopted June 5, 2018**

tenants, and the strata corporation, or any combination of them, may be referred to the Civil Resolution Tribunal at any time by any party to the dispute.

**Severability**

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

**Personal Property**

**41(1)** Subject to section 98 of the *Act*, strata council may acquire and dispose of personal property for the benefit of the strata corporation.

(2) If the market value of the personal property exceeds \$1,000.00, then a resolution passed by a majority vote at an annual or special general meeting is required to acquire the personal property.

**Unapproved Expenditures**

**42(1)** If a proposed expenditure has not been put forward for approval in the budget or at an annual or special general meeting, the strata corporation may only make the expenditure in accordance with this bylaw.

(2) Subject to subsection 98(3) of the *Act*, the expenditure may be made out of the operating fund if the expenditure, together with all other unapproved expenditures, whether of the same type or not, that were made under this subsection in the same fiscal year, is less than \$2,000.



STRATA PLAN OF LOT A, SECTION 17,  
RANGE 6, QUAMICHAN  
DISTRICT, PLAN VIP63207.  
B.C.G.S. 92B - 072

SCALE 1 : 500

LEGEND

Grid bearings are derived from observations between Control Monuments 77H4310 & 77H4313 Integrated Survey Area No. 11. This plan shows ground level measured distances. Prior to computation of U.T.M. coordinates multiply by combined factor 0.99863045.

FIRST SHEET  
SHEET ONE OF SEVEN SHEETS  
STRATA PLAN VIS 4072

Deposited and registered in the Land Title Office at Victoria, B.C. this 17 day of September 1996.

This Plan lies within  
The Cowichan Valley Regional District

This Plan lies within  
The Corporation of the City of Duncan

This Plan lies within Integrated Survey Area No. 11  
The Corporation of the City of Duncan

77H4313

77H4310

LOT 3

LOT 4

LOT 5

LOT 16

LOT A

CONCRETE FOUNDATION

DETAIL

STRATA PLAN VIS3946

NOTE:

NOTE:

NOTE:

I, EDWIN J. WILSON of the City of Duncan, a British Columbia Land Surveyor, hereby certify that the building erected on the parcel described above is wholly within the external boundaries of that parcel. Dated at Duncan, B.C. this 25th day of July, 1996.

EDWIN J. WILSON

HANSON, KENYON & GUARMBY  
B.C. LAND SURVEYORS  
#455 ALDERLEA STREET  
DUNCAN, B.C. V9L 3V3 746-4745  
FILE 95-3931.SP1

THE ADDRESS FOR SERVICE OF DOCUMENTS ON THE STRATA CORPORATION IS:  
The Owners: Strata Plan VIS  
c/o Mr. Robert G. Milne  
Barrister & Solicitor  
Jaw1 & Bundo  
Barristers & Solicitors  
Fourth Floor  
1007 Fort Street  
Victoria, British Columbia  
V8V 3K5

CIVIC ADDRESS:  
#351 Ypres Street  
Duncan, British Columbia

04-207

SECOND SHEET  
SHEET TWO OF SEVEN SHEETS  
STRATA PLAN VIS

CONDOMINIUM ACT

LOT NO.	SHEET NO.	FORM 1	FORM 2	FORM 3
1	4	676	649	1
2	4	690	654	1
3	4	690	665	1
4	4	670	614	1
5	4	676	649	1
6	5	676	700	1
7	5	690	706	1
8	5	690	716	1
9	5	670	685	1
10	5	676	700	1
11	6	676	767	1
12	6	949	869	1
13	6	895	869	1
14	6	676	767	1
AGGREGATE		10000	10000	14

STATUTORY DECLARATION

I/We, the undersigned do solemnly declare that:  
1) I/We the undersigned are the owner-developer or, in the alternative, the duly authorized agent of the owner developer.  
2) The Strata Plan is entirely for residential use.  
I/We make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.  
REGISTERED OWNERS:  
GBC INVESTMENTS INC., INC. NO. 411033  
Authorized Signatory - Grant Clement  
Witness to signature  
(Print name here:.....)  
Occupation of witness  
Declared before me at Duncan, in the Province of British Columbia, this 16 day of August, 1996.  
A Commissioner for taking affidavits within British Columbia.  
MORTGAGEE - CHARGE EK66163  
MORTGAGEE - CHARGES EK15808 & EK15809  
ISLAND SAVINGS CREDIT UNION  
Authorized Signatory  
(Print name here:.....)  
Authorized Signatory  
(Print name here:.....)  
Witness to signatures  
(Print name here:.....)  
Occupation of witness  
Address of witness  
HANSON, KENYON & GUARMBY  
B.C. LAND SURVEYORS  
#455 ALDERLEA STREET  
DUNCAN, B.C. V9L 3V3 746-4745  
FILE 95-3931.SP2

Approved as to Forms 1, 2 and 3  
this 23 day of Aug. 1996.  
Superintendent of Real Estate.  
REGISTERED OWNERS:  
GBC INVESTMENTS INC., INC. NO. 411033  
Authorized Signatory - Grant Clement  
Witness to signature  
(Print name here:.....)  
Occupation of witness  
1418 Maple Bay Rd.  
Duncan, B.C.  
MORTGAGEE - CHARGE EK66163  
Mortgagee Cooper P/A  
William Burak  
Witness to signature  
(Print name here:.....)  
Occupation of witness  
1418 MAPLE BAY RD.  
R.R. #5, DUNCAN, B.C.  
I, EDWIN J. WILSON, British Columbia Land Surveyor, hereby certify that the building shown in this Strata Plan has not, as of the 25th day of July, 1996, been previously occupied. Dated at Duncan, B.C. this 25th day of July, 1996.  
EDWIN J. WILSON  
B.C.L.S.  
Dated at Duncan, B.C. this 25th day of July, 1996.  
EDWIN J. WILSON  
B.C.L.S.

COMMON PROPERTY - LEVEL ONE.

SHEET THREE OF SEVEN SHEETS  
STRATA PLAN VIS

SCALE 1 : 125

All distances are in metres.

LOT 16  
BLOCK 3  
PLAN 2905

COMMON

PROPERTY

STRATA PLAN VIS3946

Dated at Duncan, B.C. this 25th day of July, 1996.

HANSON, KENYON & GUARMBY  
B.C. LAND SURVEYORS  
#455 ALDERLEA STREET  
DUNCAN, B.C. V9L 3V3 746-4745  
FILE 95-3931.SP3

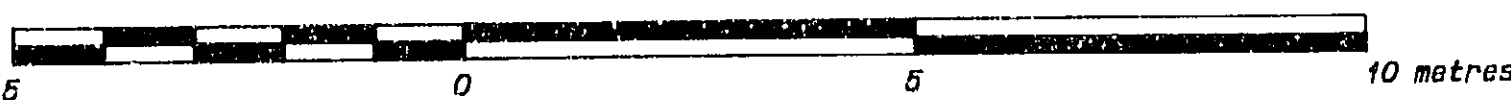
EDWIN J. WILSON  
B.C.L.S.

STRATA LOTS 1 TO 5 AND  
COMMON PROPERTY- LEVEL TWO.

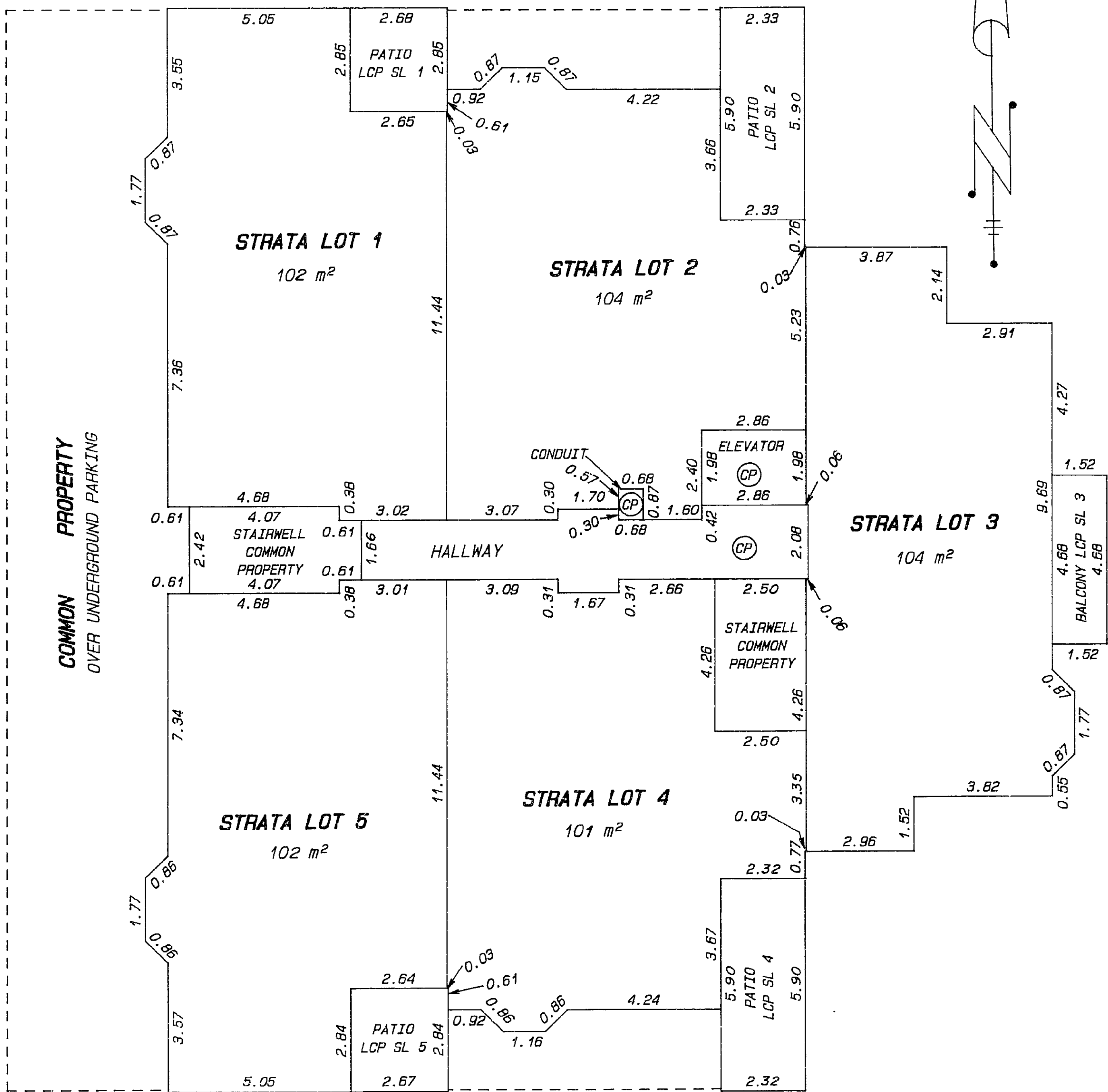
SHEET FOUR OF SEVEN SHEETS

STRATA PLAN VIS

SCALE 1 : 125



All distances are in metres.



Dated at Duncan, B.C. this 25th day of July, 1996.

HANSON, KENYON & GUARMBY  
B.C. LAND SURVEYORS  
#455 ALDERLEA STREET  
DUNCAN, B.C. V9L 3V3 746-4745  
FILE 95-3931.SP4

*Ed Wilson*  
EDWIN J. WILSON B.C.L.S.

STRATA LOTS 6 TO 10 AND  
COMMON PROPERTY - LEVEL THREE.

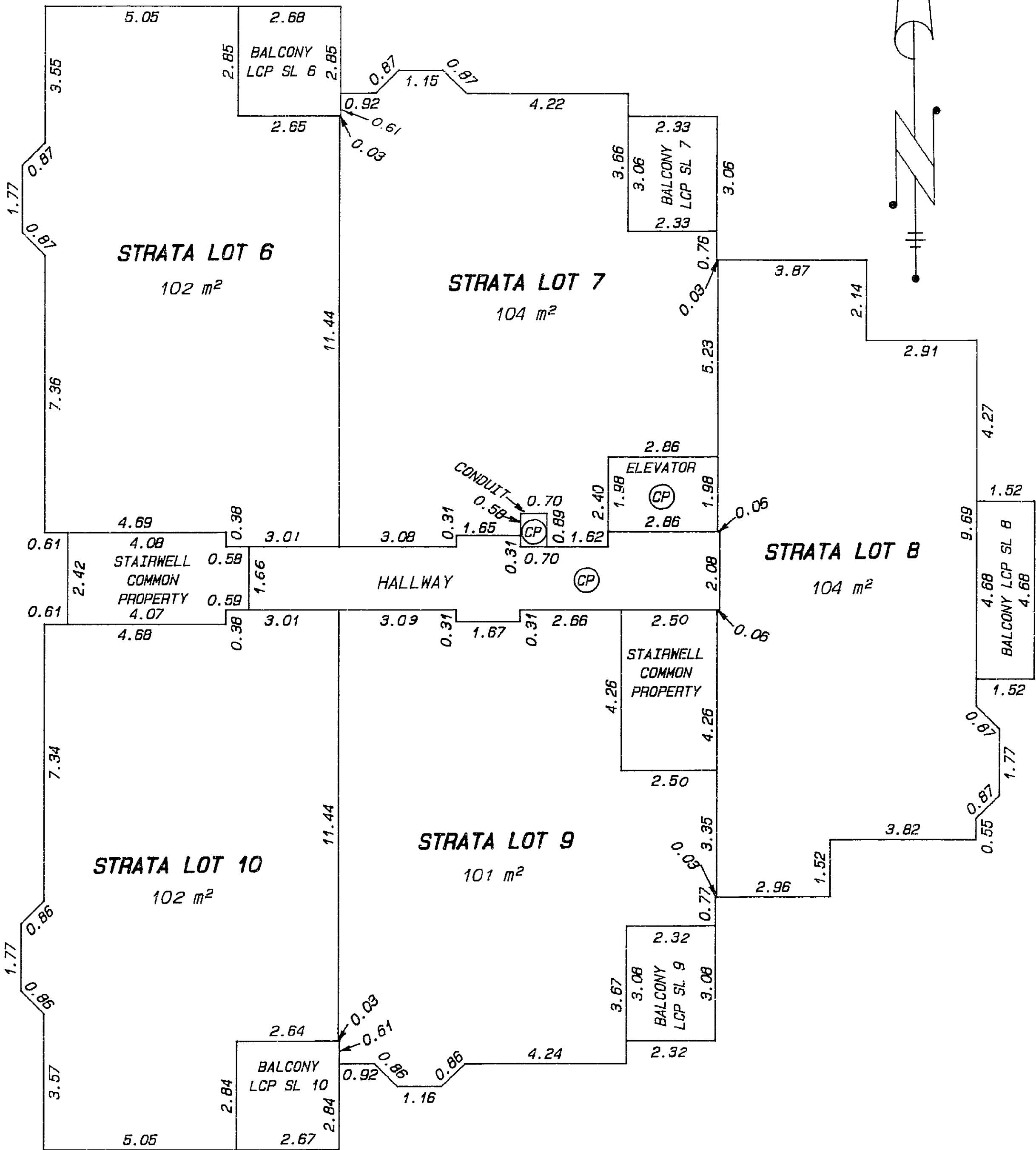
SHEET FIVE OF SEVEN SHEETS

STRATA PLAN VIS

SCALE 1 : 125



All distances are in metres.



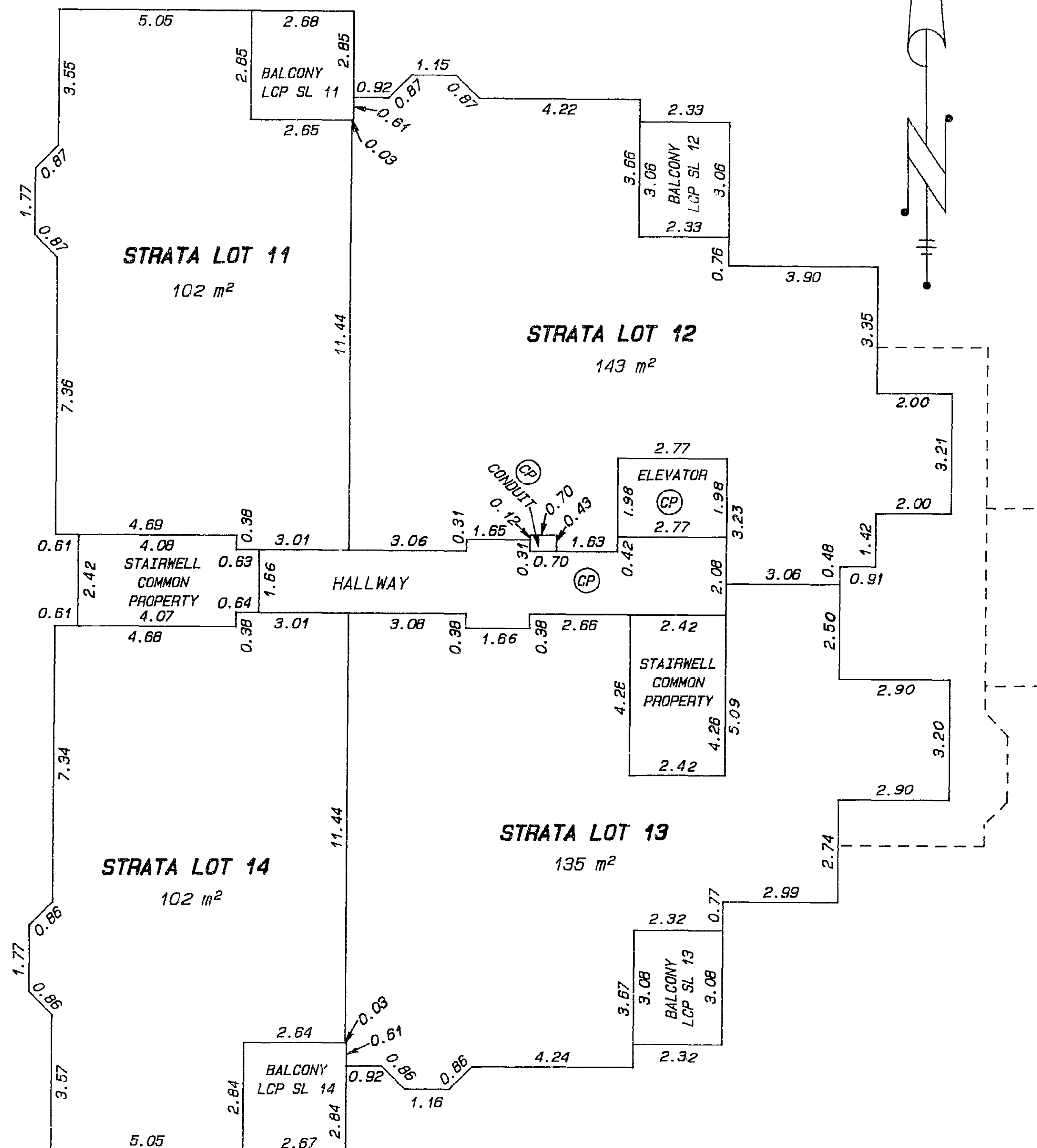
Dated at Duncan, B.C. this 25th day of July, 1996.

HANSON, KENYON & GUARMBY  
B.C. LAND SURVEYORS  
#455 ALDERLEA STREET  
DUNCAN, B.C. V9L 3V3 746-4745  
FILE 95-3931.SP5

*Ed Wilson*  
EDWIN J. WILSON B.C.L.S.

**STRATA PLAN VIS**

*All distances are in metres.*



HANSON, KENYON & QUARMBY  
B.C. LAND SURVEYORS  
#455 ALDERLEA STREET  
DUNCAN, B.C. V9L 3V3 746-4745  
FILE 95-3931.SP6

B.C.L.S.

## STRATA PLAN VIS.

[illegible]

HANSON, KENYON & GUARMBY  
B.C. LAND SURVEYORS  
#455 ALDERLEA STREET  
DUNCAN, B.C. V9L 3V3 746-4745  
FILE 95-3931.SP7

B.C.L.S.



# Dan Johnson

PERSONAL REAL ESTATE CORPORATION

*PEMBERTON  
HOLMES*

· ESTABLISHED 1887 ·

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 by the Buyer.

Dan Johnson Personal Real Estate Corporation

Pemberton Holmes Ltd

23 Queens Rd, Duncan, BC V9L 2W1

250-709-4987

[www.duncanbcrealestate.ca](http://www.duncanbcrealestate.ca)