

# Dan Johnson

Realtor®

*PEMBERTON  
HOLMES*

· ESTABLISHED 1887 ·

Information Package

For

***104-3215 Cowichan Lake Rd, Duncan***

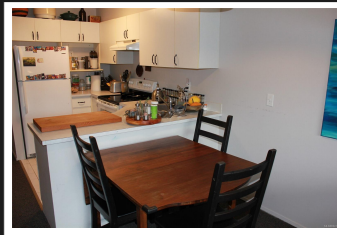
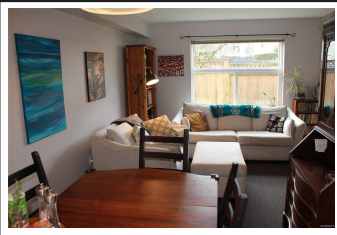


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## YOUR FIRST HOME?



### 104-3215 Cowichan Lake Rd

Very well maintained ground floor 2 bedroom/2 bath unit on the back side of the building with a nice private back patio area with a little grassy area to sit out and have your morning coffee or watch the sun set! Prevost Place is ideally located near all amenities including transit, hospital, downtown, and the new grocery store at Berkey's Corner. A small pet and rentals are allowed, and the building is well maintained. This unit has 2 assigned parking stalls and in-suite laundry. This is a great way to get into the market as a 1st time buyer or investor. Call today before this one is gone!

**Priced at**  
**\$219,900**

Area	West Duncan	Age	1992
Bedrooms	2	Taxes	1751
Bathrooms	2	Tax Year	2020
Lot Size	0	MLS#	864151
Floor Space	850	Parking	



**DAN JOHNSON**

Pemberton Holmes - Duncan

Scan this QR  
Code with your  
smart phone



(250) 746-8123  
wrkn4you@gmail.com  
www.DuncanBCRealEstate.ca

23 Queens Road  
Duncan, V9L 2W1



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



**104 - 3215 Cowichan Lake Rd  
 Du West Duncan ~ V9L 5G5**

**Interior Details**

**Layout:** Condo  
**Bedrms:** 2    **Kitchens:** 1  
**Baths Tot:** 2    **Fireplaces:** 0  
**Bth 2Pce:** 0    **Storeys:** 3  
**Bth 3Pce:** 0    **Fin SqFt:** 850  
**Bth 4Pce:** 1    **Unfin SqFt:** 0  
**Bth 5Pce:** 0    **Bed & Brk:**  
**Ens 2Pce:** 0    **Addnl Acc:**  
**Ens 3Pce:** 0    **Basement:**  
**Ens 4+Pce:** 1    **FP Feat:**  
**App Incl:** Dishwasher, F/S/W/D  
**Intr Ftrs**

**Building Information**

**Built (est)** 1992    **Lgl NC Use:**  
**Oth Equ:**  
**Const Mt:** Frame Wood, Insulation: Ceiling, Insulation: Walls, Vinyl Siding  
**Ext Feat:**

**Frnt Faces:** SE    **Bldg Style:**  
**Bldg Warr:**  
**EnerGuide Rtg/Dt:**

**Cool:** None  
**Heat:** Baseboard, Electric  
**Roof:** Fibreglass Shingle  
**Fndn:** Poured Concrete  
**Accss**

**Lot/Strata Information**

**Prk Type:** Guest, Open  
**Water:** Municipal  
**Lot Feat:** Central Location, Easy Access, Landscaped, Level, Recreation Nearby, Shopping Nearby, Sidewalk  
**Complex:**  
**SqFt Balc:**    **StrLots/Cplx:** 86  
**SqFt Prk:**    **Bldgs/Cplx:** 2  
**SqFt Pat:**    **Suites/Bldg:** 43  
**SqFt Strg:**    **Floors/Bldg:** 3  
**Gnd/Top?**    **Lvs/Suite:** 1  
**Shrd Am:**

**Lot Size** 0sqft / 0.00ac  
**Waste:** Sewer Connected  
**Prk Tota** 2  
**Prk Cm Prp:** 2  
**Prk LCP:** 0  
**Prk Str Lot:** 0  
**Str Lot Incl:** Deck/Patio  
**Unit Incl:** Property Management

**Dims (w/d):**  
**View:**  
**Services:**  
**Rent Alld?:** Unrestricted  
**Yng Ag Alld? 0**  
**Pets Alld?:** Aquariums, Birds, Caged Mammals, Cats, Dogs, Nurr  
**BBQs Alld?:** Yes



# Public Records Full Property Report

## Property Identification & Legal Description

**Address:** 104 3215 COWICHAN LAKE RD DUNCAN BC V9L 5G5  
**Jurisdiction:** District of North Cowichan  
**Roll No:** 837002  
**PID No:** 017-925-941  
**Neighbourhood:** FAIRVIEW  
**Assessment Area:** 4  
**MHR No:**  
**Legal Unique ID:** A00000QE2B  
**Legal Description:** Strata Lot 2, Plan VIS2462, Section 20, Range 4, 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

## 2020 Municipal Taxes

**Gross Taxes:** \$1,751

## 2020 Assessed Values

### VALUATION:

	Value:	Land	Improve	Total
<b>GENERAL:</b>		\$125,000	\$41,500	\$166,500
	<b>Gross Value:</b>	\$125,000	\$41,500	\$166,500
	<b>Exempt Value:</b>	\$0	\$0	\$0
	<b>Net Value:</b>	\$125,000	\$41,500	\$166,500
<b>SCHOOL:</b>				
	<b>Gross Value:</b>	\$125,000	\$41,500	\$166,500
	<b>Exempt Value:</b>	\$0	\$0	\$0
	<b>Net Value:</b>	\$125,000	\$41,500	\$166,500
<b>BC TRANSIT:</b>				
	<b>Gross Value:</b>	\$0	\$0	\$0
	<b>Exempt Value:</b>	\$0	\$0	\$0
	<b>Net Value:</b>	\$0	\$0	\$0

## Last Three Sales Per BCA

Conveyance Date	Price	Document No	Conveyance Type
2008-03-31	\$115,000	CA739210	Improved Single Property Transaction
2006-08-15	\$92,000	CA269921	Improved Single Property Transaction
1997-03-12	\$50,000	EL45436	Improved Single Property Transaction

## Other Property Information

**Lot SqFt:**  
**Lot Acres:**  
**Tenure:** Crown-Granted  
**School District:** Cowichan Valley  
**Vacant Flag:** No  
**BC Transit Flag:**  
**Police Tax Flag:**  
**Farm No:**  
**Lot Width:**  
**Lot Depth:**  
**Actual Use:** Strata-Lot Residence (Condominium)  
**Manual Class:**  
**Man Class % Dev:**  
**Reg District:** Cowichan Valley  
**Reg Hosp Dist:** Cowichan Valley  
**Mgd Forest No:**  
**DB Last Modified:** 2020-03-19  
**Rec Last Modified:** 2020-03-19

## Assessment & Tax History

Year	Assessed Value	Gross Taxes
2019	\$147,200	\$1,617
2018	\$137,300	\$1,612
2017	\$94,600	\$1,330
2016	\$91,300	\$1,341
2015	\$83,200	
2014	\$92,200	
2013	\$111,500	
2012	\$101,900	
2011	\$128,400	

2010	\$115,500
2009	\$101,800
2008	\$101,800
2007	\$81,300
2006	\$54,200
2005	\$19,200
2004	\$19,200
2003	\$19,200
2002	\$30,700
2001	\$33,800

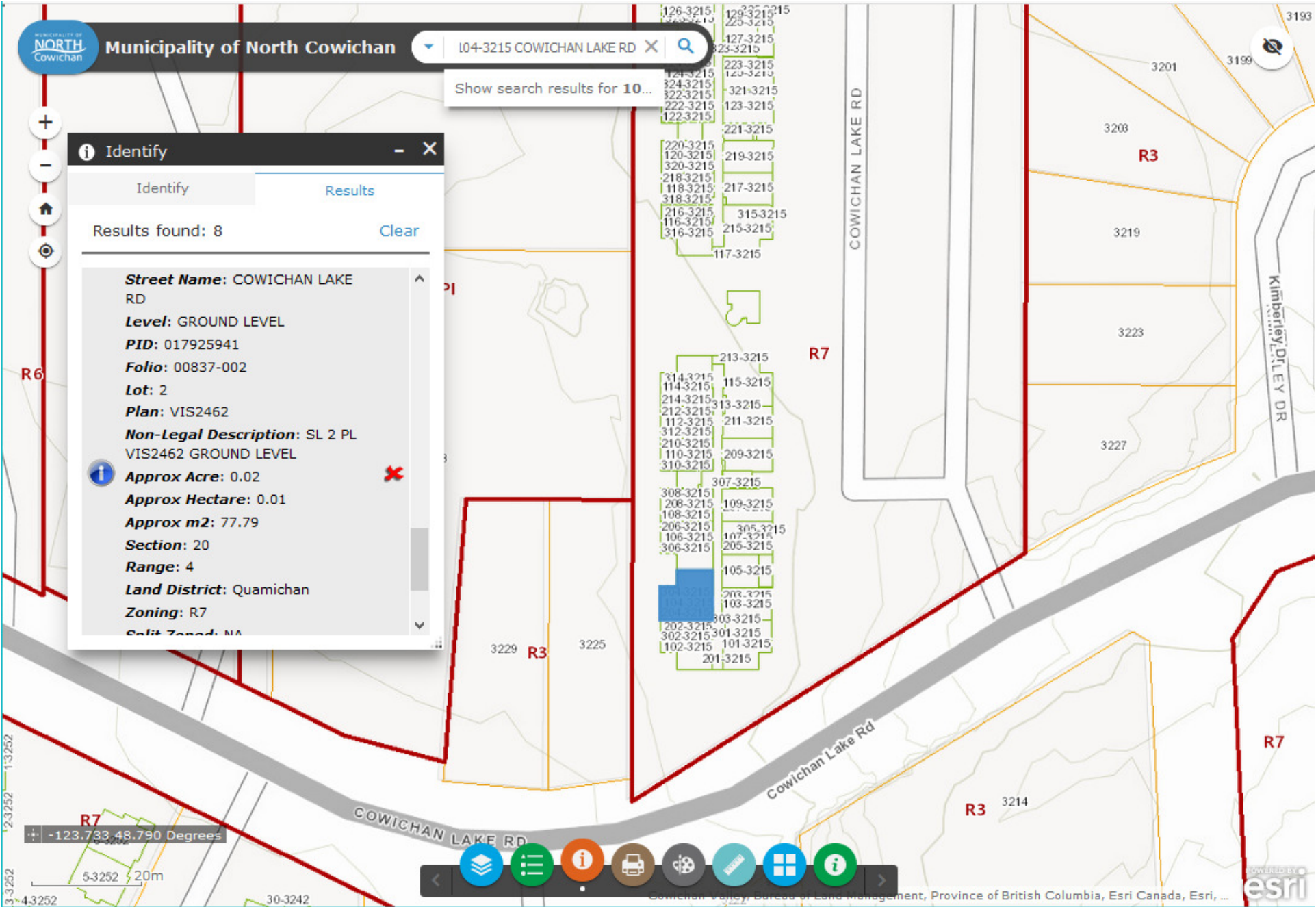
Information given is from sources believed reliable but should not be relied upon without verification. Where shown, all measurements are approximate and subject to confirmation. Buyers must satisfy themselves as to the applicability of GST. All data is copyright either the Vancouver Island Real Estate Board or the Victoria Real Estate Board.

**Identify**

Identify Results

Results found: 8 Clear

**Street Name:** COWICHAN LAKE RD  
**Level:** GROUND LEVEL  
**PID:** 017925941  
**Folio:** 00837-002  
**Lot:** 2  
**Plan:** VIS2462  
**Non-Legal Description:** SL 2 PL VIS2462 GROUND LEVEL  
**Approx Acre:** 0.02  
**Approx Hectare:** 0.01  
**Approx m2:** 77.79  
**Section:** 20  
**Range:** 4  
**Land District:** Quamichan  
**Zoning:** R7  
**Split Zone:** NA



## Residential Multi-Family Zone (R7)

### Permitted Uses

- 62 (1) The permitted uses for the R7 zone are as follows:
- Apartment
  - Congregate Housing
  - Limited Home-based Business
  - Secondary Suite (within Single-Family Dwelling)
  - Single-Family Dwelling (subject to the provisions of the R3 zone; or, where part of a Building Strata, subject to the provisions below)
  - Townhouse (subject to the provisions of the R6 zone, except section 61 (4))
  - Two-Family Dwelling [BL3457]

### Minimum Lot Size

- (2) The minimum permitted lot size for the R7 zone is 1,120 m<sup>2</sup> (12,056 sq. ft.)

### Minimum Frontage

- (3) The minimum permitted frontage for the R7 zone is 30 m (98.43').

### Density

- (4) The maximum permitted density for the R7 zone is as follows:
- (a) One dwelling unit per 289 m<sup>2</sup> (3,110.77 sq. ft.) of lot area for the townhouse use (35 units per hectare);
  - (b) One dwelling unit per 300 m<sup>2</sup> (3,229.17 sq. ft.) of lot area averaged for a building strata consisting of all dwelling units that are considered single-family dwelling and secondary suite uses;
  - (c) The maximum permitted floor space ratio for the townhouse, two-family dwelling, single-family dwelling unit and single-family dwelling unit with secondary suite uses is 0.5:1;
  - (d) The maximum permitted floor space ratio for the apartment use is 0.6:1; and
  - (e) The size of the secondary suite must not be smaller than 37 m<sup>2</sup> (398.3 sq. ft.) nor larger than 85 m<sup>2</sup> (914.9 sq. ft.) or 40% of the principal dwelling unit, whichever is less.

### Maximum Lot Coverage

- (5) The maximum permitted lot coverage, including covered parking, for the R7 zone is 30% of the lot area. However, where 2/3 of the required off-street parking spaces are provided as covered parking, the maximum permitted lot coverage, including covered parking, for the R7 zone is 35%.

### Minimum Setbacks

- (6) The minimum permitted setbacks for the R7 zone are as follows:
- (a) Principal Buildings
    - Yard, Front, 6.0 m (19.68')
    - Yard, Side, 5.0 m (16.40')
    - Yard, Rear, 8.0 m (26.25')
  - (b) Accessory Building and Structures (Excluding Fences)
    - Yard, Front, 6.0 m (19.68')
    - Yard, Side, 1.0 m (3.28')
    - Yard, Rear, 1.5 m (4.92')

### Maximum Building Height

- (7) The maximum permitted building heights for the R7 zone are as follows:
- (a) Principal Buildings, 9.0 m (29.53')
  - (b) Accessory Buildings, 5.0 m (16.40')

### **Minimum Separation between Buildings on the Same Lot**

- (8) The minimum permitted separation between Apartment, Townhouse and Two-family buildings on the same lot for the R7 zone are as follows:
  - (a) Between windows and habitable rooms, 12.0 m (39.37')
  - (b) Between walls and other windows, 6.0 m (19.68')
  - (c) Between walls, 6.0 m (19.68')
  
- (9) The minimum permitted building separation and building siting for Single-Family Dwelling units and Single-Family Dwelling units with Secondary Suites part of a building strata are as follows:
  - (a) Setback, Front abutting the common strata road, 3.0 m (9.84')
  - (b) Setback, Front for vehicle entrance of a garage, or carport from a common strata road, 5.8 m (19.03')
  - (c) Separation, Rear, 6.0 m (19.68') per unit
  - (d) Separation, Side (no parking in side yard), 1.5 m (4.92') per unit
  - (e) Separation, Side (parking in side yard), 4.3 m (14.11') per unit

### **Landscaped Open Space**

- (10) In the R7 zone, 30% of the lot area shall be provided and maintained as landscaped open space.

### **Recreation and Exterior Amenity Area**

- (11) In the R7 zone, 4.5% of the lot area shall be designated and developed for recreational use. Such recreation area shall:
  - (a) have a minimum area of 40 m<sup>2</sup> (430.60 sq. ft.);
  - (b) be located in the rear of the line, front, of the building(s); and
  - (c) be located not closer than 6.0 m (19.68') to any dwelling unit.
  
- (12) In the R7 zone, each Secondary Suite shall have a minimum of 30 m<sup>2</sup> (322.92 sq. ft.) of useable exterior at-grade amenity space, which is immediately adjacent to the Secondary Suite.

### **Conditions of Use**

- (13) The conditions of use for the R7 zone are as follows:
  - (a) No fences over 1.2 m (4') in height are permitted in the required yards, front.
  - (b) No fences over 2.0 m (6.56') in height are permitted in the required yards, side, or rear.
  - (c) In no situation shall a fence be greater than 2.0 m (6.56') in height.
  - (d) Common garbage receptacles/bins must be enclosed by walls or decorative fencing for the purpose of screening.
  - (e) Parking spaces must be separated from any walls of the building(s) which contain windows by a minimum of 4.0 m (13.12') for Apartment, and Townhouse uses.
  - (f) The total number of dwelling units in the form of two-family dwellings shall not exceed 15% of the total number of dwelling units for the whole development.



**PREVOST PLACE  
BYLAWS  
Strata Plan VIS 2462**

**"Preamble**

*These bylaws bind 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 Strata Corporation with each owner, tenant and occupant and on the part of each owner, 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. For the purposes of these bylaws, "residents" means collectively, owners, tenants and occupants and "a resident" means effectively, an owner, a tenant and an occupant. These bylaws repeal all existing bylaws. The standard bylaws contained in the Strata Property Act do not apply to the Strata Corporation.*

**Duties of Owners, Tenants, Occupants and Visitors**

- 1. Compliance with bylaws and rules**
  - 1.1 *All residents and visitors must comply strictly with the bylaws and rules of the Strata Corporation adopted from time to time.*
- 2. Payment of strata fees and special levies**
  - 2.1 *An owner must pay strata fees on or before the first day of the month to which the strata fees relate.*
  - 2.2 *Where an owner fails to pay strata fees in accordance with bylaw 2.1, outstanding strata fees will be subject to an interest charge of 10% per annum, compounded annually. In addition to interest, failure to pay strata fees on the due date will result in a fine of \$100.00 for each contravention of bylaw 2.1.*
  - 2.3 *An owner must provide the Strata Corporation or its agent with twelve (12) consecutive, monthly post-dated cheques for strata fees for the fiscal year of the Strata Corporation, upon request of the Strata Corporation or its agent dated as of the first day of each month or, if applicable, written authorization for monthly automatic debit from the owner's bank account.*
  - 2.4 *Failure by an owner to submit twelve (12) monthly, post-dated strata fee cheques or written authorization for automatic debit in accordance with bylaw 2.3 is a contravention of bylaw 2.3 and the Strata Corporation will levy a fine of \$50.00 for each contravention. Each dishonored cheque or dishonored automatic debit will be subject to a fine of \$50.00 and an administration charge of \$50.00.*
  - 2.5 *A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.*
  - 2.6 *Failure to pay a special levy on the due date will result in a fine of \$100.00 for each contravention of bylaw 2.5.*
  - 2.7 *Where an owner fails to pay a special levy in accordance with bylaw 2.5, outstanding special levies will be subject to an interest charge of 10% per annum, compounded annually.*
  - 2.8 *When arrears of strata fees exceed two monthly payments a lien will be placed by the Strata Corporation on the Strata Lot involved at the owner's expense for the total monies due, including all legal and other expenses.*
  - 2.9 *The payment of strata fees is first applied to outstanding fines, then to strata fees.*
- 3. Repair and maintenance of property by owner**
  - 3.1 *An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.*

- 3.2 An owner who has the use of limited common property must repair and maintain it; except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.
- 3.3 An owner is liable for any damage caused to common property by leaking hot water tanks that are proven to be past their warranty date. This also includes the insurance deductible for water leakage.

#### **4. Use of property**

- 4.1 A resident or visitor must not use a strata lot, the common property or common assets in a way that
- (1) causes a nuisance or hazard to another person,
  - (2) causes unreasonable noise,
  - (3) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
  - (4) is illegal, or
  - (5) 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
  - (6) that is in contravention of any rule, order or bylaw of The District of North Cowichan applicable to the strata lot or that will result in any unusual or objectionable odor to emanate from the strata lot, or that is inconsistent with the intent of these bylaws..
- 4.2 A resident or visitor must not cause damage 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.
- 4.3 An owner is responsible for any damage (other than reasonable wear and tear) caused by occupants, tenants or visitors to the owner's strata lot.
- 4.4 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 lot by 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, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, and for the purposes of bylaws 4.1, 4.2 and 4.3, any insurance deductible paid or payable by the Strata Corporation shall be considered a common expense to be contributed to by means of strata fees, but this does not preclude the Strata Corporation from suing the responsible owner for the deductible portion of an insurance claim.
- 4.5 The strata lot shall be used for residential purposes only. Unless granted written approval by council, a resident may only allow occupancy as per the bylaws enacted from time to time by the Strata Corporation.

#### **5. Pets and animals**

- 5.1 The owners of pets shall be fully responsible for their behavior within the common property. If a pet is deemed to be a nuisance by the strata council, it shall be removed from the strata residence within thirty (30) days. Visitors shall be informed of the rules concerning pets. Residents will be responsible for clean-up and/or repairs required for damage caused to the common property by their guests' pets as well as their own pets.
- 5.2 The owners or keepers of pets must register all pets with Strata Corporation within 10-days of pet entering premises.
- 5.3 All existing pets must be registered within 10-days acceptance of this by-law.
- 5.4 An owner, tenant or occupant shall not feed birds (e.g. pigeons, seagulls, crows, starlings) from any strata lot or the common property.
- 5.5 Pets kept in a strata lot by an owner, tenant or occupant shall be limited to the following:
- (a) a reasonable number of fish or other small aquarium animals; (water volume limited to 1 gallon)
  - (b) a reasonable number of small caged mammals;
  - (c) up to 2 caged birds;
  - (d) one dog or one cat with a weight of not more than 20 lbs and height of 20 inches.

5.6 A resident who contravenes bylaws 5.1, 5.2, 5.3, 5.4 and 5.5 will be subject to a \$200.00 fine.

**6. Inform Strata Corporation**

6.1 An owner must notify the Strata Corporation:

- i) within two weeks of becoming an owner; the owner's name and any occupants' names, strata lot number and mailing address outside the strata plan, if any.

6.2 On request by the Strata Corporation, a tenant must inform the Strata Corporation of the tenant's name and the strata lot which the tenant occupies.

**7. Obtain approval before altering a strata lot**

7.1 An owner must obtain the written approval of the Strata Corporation before making or authorizing an alteration to a strata lot that involves any of the following:

- (1) the structure of a building;
- (2) the exterior of a building;
- (3) patios, chimneys, stairs, balconies or other things attached to the exterior of a building;
- (4) doors, windows or skylights on the exterior of a building, or that front on the common property;
- (5) fences, railings or similar structures that enclose a patio, balcony or yard;
- (6) common property located within the boundaries of a strata lot;
- (7) those parts of the strata lot which the Strata Corporation must insure under section 149 of the Act; and
- (8) wiring, plumbing, piping, heating air conditioning and other services.
- (9) the painting of the exterior, or the attachment of sunscreens or greenhouses.

7.2 The Strata Corporation must not unreasonably withhold its approval under bylaw 7.1, but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to indemnify and hold harmless the Strata Corporation for any future costs in connection with the alteration.

7.3 An owner intending to apply to the Strata Corporation for permission to alter a strata lot must submit, in writing, detailed plans and written description of the intended alteration.

**8. Obtain approval before altering common property**

8.1 An owner must obtain the written approval of the Strata Corporation before making or authorizing an alteration to common property, including limited common property or common assets.

8.2 An owner, as part of its application to the Strata Corporation for permission to alter common property, limited common property or common assets, must

- (1) submit, in writing, detailed plans and description of the intended alteration;
- (2) obtain all applicable permits, licenses and approvals from the appropriate governmental authorities and provide copies to the strata council; and
- (3) obtain the consent of the owners by written approval of the strata council under bylaw 8.1.

8.3 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, the following:

- (1) that alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representatives;
- (2) that the standard of work and materials is not less than that of the existing structures;
- (3) that all work and materials necessary for the alteration be at the sole expense of the owner;
- (4) that the owner from time to time of the strata lot 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;

- (5) that the owner and any subsequent owner on title who receives the benefit of such alteration, must, with respect only to claims or demands arising during the time that they shall have been owner, indemnify and hold harmless the Strata Corporation, its council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the Strata Corporation as the result of such claim or demand will be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and shall be added to and become part of the strata fees of that owner for the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the Strata Corporation, and shall become due and payable on the due date of payment of monthly strata fees.
- 8.4 An owner who has altered common property, limited common property or common assets prior to the passage of these bylaws shall be subject to their content and intent to the extent that any damages suffered or costs incurred by the Strata Corporation as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefited from the alteration.
- 8.5 An owner who, subsequent to the passage of bylaws 8.1 to 8.3 inclusive, alters common property or limited common property without adhering strictly to these bylaws, must restore, at the owner's sole expense, the common property, limited common property or common assets, as the case may be, to its condition prior to the alteration. If the owner refuses or neglects to restore the alteration to its original condition, the Strata Corporation may conduct the restoration, at the expense of the owner who altered the common property or limited common property. The cost of such alteration shall be added to and become part of the strata fees of that owner for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly strata fees.
- 9. Renovations/alterations**
- 9.1 Tradespersons hired for renovations must be must be licensed and bonded, and maintain adequate insurance and WCB coverage. Work by unlicensed or unbonded tradespersons will result in the levy of fines. Failure to comply absolves the Strata Corporation of any responsibility or liability.
- 9.2 A resident must not permit any construction debris, materials or packaging to be deposited in the Strata Corporation's disposal containers.
- 9.3 An owner must ensure that the delivery of any construction materials is through the parking lot, or access approved in writing by the Council.
- 9.4 An owner must ensure that the hours of work are limited to the hours as allotted by the District of North Cowichan, as set from time to time, in addition to conforming to rules as established by the strata council from time to time.
- 9.5 An owner or authorized agent must be in attendance for all significant renovations/alterations, the determination of significant shall be in the discretion of the council.
- 9.6 An owner performing or contracting with others to perform renovations or alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licenses are obtained.
- 9.7 An owner in contravention of bylaws 9. 1 to 9.6 (inclusive) shall be subject to a fine of \$100.00 for each contravention, as well as be responsible for any clean up or repair costs.
- 10. Permit entry to strata lot**
- 10.1 A resident or visitor must allow a person authorized by the Strata Corporation to enter the strata lot or limited common property
- (1) in an emergency, without notice, to ensure safety or prevent significant loss or damage;
- (2) at a reasonable time, on 48 hours' written notice,
- (i) to inspect, repair, renew, replace or maintain common property, common assets and any portions of a strata lot that are the responsibility of the

- Strata Corporation to repair, replace, renew and maintain under these bylaws or the Act or to insure under section 149 of the Act; or*
- (ii) *to ensure a resident's compliance with the Act, bylaws and rules.*
- 10.2 *In an emergency, if forced entry is required to access a strata lot because an owner or tenant could not be contacted, the owner shall be responsible for all costs incurred by the Strata Corporation including repairs required for damage resulting from the forced entry.*
- 10.3 *The notice referred to in bylaw 10.1 (2) must include the date and approximate time of entry, and the reason for entry.*

### **Powers and Duties of Strata Corporation**

#### **11. Repair and maintenance of property by Strata Corporation**

- 11.1 *The Strata Corporation must repair and maintain all of the following:*
- (1) *common assets of the Strata Corporation;*
  - (2) *common property that has not been designated as limited common property;*
  - (3) *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 except as may be limited by this Bylaw 11;*
      - B. *the exterior of a building except as maybe limited by this Bylaw 11;*
      - C. *the air circulating system, stairs, balconies and other things attached to the exterior of building but not including doors or fences;*
      - D. *fences, railings and similar structures that enclose patios, balconies and yards;*
  - (4) *a strata lot, in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to*
    - (i) *the structure of a building,*
    - (ii) *the exterior of a building,*
    - (iii) *the air circulating system, stairs, balconies and other things attached to the exterior of a building but not including doors or fences;*
    - (iv) *fences, railings and similar structures that enclose patios, balconies and yards.*
- 11.2 *Where the Strata Corporation is required to enter a Strata Lot for the purpose of maintaining, repairing, or renewing pipes, wires, cables and ducts for the time being existing in the Strata Lot, which are capable of being used in connection with the enjoyment of any other Strata Lot or the common property, the Strata Corporation and its agents shall in carrying out any work or repairs do so in a proper and workmanlike manner. The Strata Corporation shall make good any damage to the Strata Lot occasioned by such works and restore the Strata Lot to its former condition, leaving the Strata Lot clean and free from debris.*

### **Council**

#### **12. Council size**

- 12.1 *The council must have at least 3 and not more than 7 members.*

#### **13. Council eligibility**

- 13.1 *The spouse of an owner may stand for council.*
- 13.2 *If the owner is a limited corporation or partnership or other form of business entity, then such entity may appoint an individual who may stand for council.*
- 13.3 *No person may stand for council or continue to be on council with respect to a strata lot if the Strata Corporation is entitled to register a lien against that strata lot under section 116(l) of the Act.*

- 13.4 No person may stand for council or continue to be on council with respect to a strata lot if there are amounts owing to the Strata Corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules for which the owner is responsible under section 131 of the Act.

#### **14. Council members' terms**

- 14.1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected, except as is otherwise allowed in this bylaw.
- 14.2 A person whose term as council member is ending is eligible for re-election.
- 14.3 At an annual general meeting, the owners may, by a resolution passed by a majority vote, requires that up to one-half of the council be elected for a maximum term of two years.

#### **15. Removing council member**

- 15.1 Unless all the owners are on the council, the Strata Corporation may, by a resolution passed by two-thirds (2/3) vote at an annual or special general meeting, remove one or more council members. The Strata Corporation must pass a separate resolution for each council member to be removed.
- 15.2 After removing a council member, the Strata Corporation may hold an election at the same annual or special general meeting to replace the council member for the remainder of the term or the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 15.3 If the Strata Corporation removes all of the council members, the Strata Corporation must hold an election at the same annual or special general meeting to replace the council members for the remainder of the term up to, at least, the minimum number of council members required by bylaw of the Strata Corporation for the remainder of the term.
- 15.4 The council may appoint the remaining council members necessary to achieve a quorum for the Strata Corporation, even if the absence of the members being replaced leaves the council without a quorum.
- 15.5 A replacement council member appointed pursuant to bylaws 15.2 and 15.4 may be appointed from any person eligible to sit on the council.

#### **16. Replacing council member**

- 16.1 If a council member resigns or is unwilling or unable to act, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 16.2 A replacement council member may be appointed from any person eligible to sit on the council.
- 16.3 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.
- 16.4 If all the members of the council resign or are unwilling or unable to act, persons holding at least 25% of the Strata Corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

#### **17. Officers**

- 17.1 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 chairperson, a vice chairperson, a secretary and a treasurer.
- 17.2 A person may hold more than one office at a time, other than the offices of chairperson and vice chairperson.
- 17.3 The vice chairperson has the powers and duties of the chairperson,  
 (1) while the chairperson is absent or is unwilling or unable to act,  
 (2) if the chairperson is removed, or  
 (3) for the remainder of the chairperson's term if the chairperson ceases to hold office.
- 17.4 The strata council may vote to remove an officer.
- 17.5 If an officer other than the chairperson is removed, resigns, is unwilling or unable to act the council members may elect a replacement officer from among themselves for the remainder of the term.

**18. Calling council meetings**

- 18.1 Any council member may call a council meeting by giving the other council members at least 4 clear days notice of the meeting, specifying the reason for calling the meeting.
- 18.2 The notice in bylaw 18.1 does not have to be in writing.
- 18.3 A council meeting may be held on less than 4 clear days notice if
- (1) all council members consent in advance of the meeting, or
  - (2) the meeting is required to deal with an emergency situation and all council members either:
    - (i) consent in advance of the meeting, or
    - (ii) are unavailable to provide consent after reasonable attempts to contact them;
- 18.4 Bylaw 14 (4) of the Schedule of Bylaws to the Act, does not apply to the Strata Corporation.

**19. Requisition of council hearing**

- 19.1 By application in writing, a resident, may request a hearing at a council meeting stating the reasons for the request.
- 19.2 Except for a hearing pursuant to section 144 of the Act, if a hearing is requested under bylaw 19.1, the council must hold a meeting to hear the applicant within one (1) month of the date of receipt by the council of the application.
- 19.3 If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the date of the hearing.

**20. Quorum of council**

- 20.1 A quorum of the council is
- (1) 1, if the council consists of one member,
  - (2) 2, if the council consists of 2, 3 or 4 members,
  - (3) 3, if the council consists of 5 or 6 members, and
  - (4) 4, if the council consists of 7 members.
- 20.2 Council members must be present in person at the council meeting to be counted in establishing a quorum.

**21. Council meetings**

- 21.1 The council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.
- 21.2 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.
- 21.3 If a council meeting is held by electronic means, council members are deemed to be present in person.
- 21.4 Owners and spouses of owners may attend council meetings as observers.
- 21.5 Despite bylaw 21.4, no observers may attend those portions of council meetings that deal with any of the following:
- (1) bylaw contravention hearings under section 135 of the Act;
  - (2) rental restriction bylaw exemption hearings under section 144 of the Act;
  - (3) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

**22. Voting at council meetings**

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

- 23. Council to inform owners of minutes**
- 23.1 The council must make available at the office of the Strata Corporation for viewing by owners, the minutes of all council meetings within 2 weeks of the meeting.
- 24. Delegation of council's powers and duties**
- 24.1 Subject to Bylaws 24.2, 24.3 and 24.4, 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.
- 24.2 The council may delegate its spending powers or duties, but only by a resolution that
- (1) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
  - (2) delegates the general authority to make expenditures in accordance with bylaw 24.3.
- 24.3 A delegation of a general authority to make expenditures must
- (1) set a maximum amount that may be spent, and
  - (2) indicate the purposes for which, or the conditions under which, the money may be spent.
- 24.4 The council may not delegate its powers to determine, based on the facts of a particular case,
- (1) whether a person has contravened a bylaw or rule,
  - (2) whether a person should be fined, and the amount of the fine,
  - (3) whether a person should be denied access to a recreational facility, or
  - (4) whether an owner should be granted an exemption from a rental restriction bylaw under section 144 of the Act.
- 25. Spending restrictions**
- 25.1 No person may spend the Strata Corporation's money unless that person has been delegated the power to do so in accordance with these bylaws.
- 25.2 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 make the expenditure out of operating funds or a special contingency fund set aside for this purpose, if the expenditure, together with all other unapproved expenditures made under this authority in the same fiscal year is no more than \$3,000.00, and the Strata Corporation shall inform owners as soon as feasible about such expenditure.
- 26. Limitation on liability of council member**
- 26.1 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.
- 26.2 Bylaw 26.1 does not affect a council member's liability, as an owner, for a judgment against the Strata Corporation.
- 26.3 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.

#### **Enforcement of Bylaws and Rules**

- 27. Maximum Fines**
- 27.1 Except where specifically stated to be otherwise in these bylaws, the Strata Corporation may fine an owner or tenant:
- (1) \$200.00 for each contravention of a bylaw, and
  - (2) \$50.00 for each contravention of a rule.
- 27.2 If the council, in its discretion, determines that a resident is in repeated contravention of any bylaws or rules of the Strata Corporation subject to complying with the provisions of the Strata Property Act, the council must levy fines and the fines so levied shall be immediately added to the strata fees for the strata lot and shall be due and payable in the month next following such contravention. In the event that the council levies any fine under this Bylaw 27.2, the resident shall have 14 clear days to provide written notice to the



council requesting dispute resolution as provided in Bylaw 34.1 and, upon receipt of such notice, council shall be deemed to have consented to such dispute resolution pursuant to Bylaw 34.1(a). This right of a resident is in addition to any other rights which the resident may have to dispute the claim. If the resident does not notify the council within 14 clear days, the council is not deemed to have consented.

**28. Continuing contravention**

- 28.1 Except where specifically stated to be otherwise in these bylaws, 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.

**Annual and Special General Meetings**

**29. Person to chair meeting**

- 29.1 Annual and special general meetings shall be chaired by the chairperson of the council.  
 29.2 If the chairperson of the council is unwilling or unable to act, the meeting shall be chaired by the vice chairperson of the council.  
 29.3 If neither the chairperson nor the vice chairperson 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, eligible to vote, who are present at the meeting.

**30. Participation by other than eligible voters**

- 30.1 Owners, spouses (includes a husband or wife, and an individual who has lived and cohabited with the owner, for a period of at least 2 years at the relevant time, in a marriage-like relationship, including a marriage-like relationship between persons of the same gender) and an authorized representative on behalf of any business entity which is an owner, may attend annual and special general meetings, whether or not they are eligible to vote.  
 30.2 Persons who are not eligible to vote may not participate in the discussion at a meeting.  
 30.3 Persons who are not eligible to vote must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

**31. Voting**

- 31.1 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if the Strata Corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.  
 31.2 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the Strata Corporation charged against the strata lot in respect of those matters set forth in sections 116 and 118 of the Act.  
 31.3 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the Strata Corporation charged against the strata lot in respect of those matters set forth in sections 116 and 118 of the Act for which the owner is responsible under Section 131 of the Act.  
 31.4 At an annual or special general meeting, voting cards may be issued to eligible voters.  
 31.5 At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.  
 31.6 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.  
 31.7 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.  
 31.8 If there is a tie vote at an annual or special general meeting, the chairperson, if the chairperson is absent or unable or unwilling to vote, the vice chairperson may break the tie by casting a second, deciding vote.  
 31.9 Despite anything in bylaws 31.1 to 31.8 (inclusive), an election of council or a removal of a council member must be held by secret ballot, if the secret ballot is requested by an eligible voter.

**32. Electronic attendance at meetings**

- 32.1 A person who is eligible to vote may attend an annual or special general meeting by electronic means so long as the person and the other participants can communicate with each other, and in accordance with any Rules established by the Strata Corporation.
- 32.2 If an annual or special general meeting is held by electronic means with a person, the person is deemed to be present in person for the purposes of the meeting.

**33. Order of business**

- 33.1 The order of business at annual and special general meetings is as follows:
- (1) certify proxies and corporate representatives and issue voting cards;
  - (2) determine that there is a quorum;
  - (3) elect a person to chair the meeting, if necessary;
  - (4) present to the meeting proof of notice of meeting or waiver of notice;
  - (5) approve the agenda;
  - (6) approve minutes from the last annual or special general meeting;
  - (7) deal with unfinished business;
  - (8) 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,
  - (9) ratify any new rules made by the Strata Corporation under section 125 of the Act; report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
  - (10) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
  - (11) deal with new business, including any matters about which notice has been given under section 45 of the Act;
  - (12) elect a council, if the meeting is an annual general meeting;
  - (13) terminate the meeting.

**Voluntary Dispute Resolution****34. Voluntary dispute resolution**

- 34.1 A dispute among owners, tenants, the Strata Corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
- (a) all the parties to the dispute consent, and
  - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- 34.2 A dispute resolution committee consists of
- (1) one owner or tenant of the Strata Corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
  - (2) any number of persons consented to, or chosen by a method that is agreed to, by all the disputing parties.
- 34.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

**Small Claims Court Proceedings****35. Authorization to proceed**

- 35.1 The Strata Corporation may proceed under the Small Claims Act, without further authorization by the owners, to recover from an owner, by an action in debt in Small Claims Court, money owing to the Strata Corporation, including money owing as 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.

### **Marketing Activities by Owners and Occupants**

#### **36. Sale of a strata lot**

- 36.1 Real estate signs must not be displayed in a strata lot or on the common property except in the location designated by the Strata Corporation for real estate signs.

### **Insurance**

#### **37. Insurance**

- 37.1 The Strata Corporation must insure against major perils, as set out in regulation 9.1(2), including, without limitation, earthquakes, if such coverage is available and economically feasible.

### **Parking**

#### **38. Parking**

- 38.1 A resident shall use only the parking stall(s) obtained by way of limited common property allocation. Parking stalls may not be utilized by any person who is not a resident within the Strata Corporation.
- 38.2 A resident must not permit any oversized, commercial or recreational vehicles, including, but not limited to, boats, trailers and campers to enter or be parked or stored on common, limited common property or land that is a common asset, except in accordance with any rules established by the Strata Corporation.
- 38.3 A resident may not store unlicensed or uninsured vehicles on the common, limited common property or on land that is a common asset.
- 38.4 An owner may not sell, lease or license parking stalls to another person.
- 38.5 A resident may park only in the parking assigned to that resident.
- 38.6 A resident or visitor shall not permit a vehicle to be parked or left unattended in someone else's parking stall, nor in a manner that interferes with access lanes, no-parking zones, or access to someone else's parking space.
- 38.7 Any resident's vehicle parked in violation of bylaw 38.6 will be subject to removal by a towing company authorized by council, and all costs associated with such removal will be charged to the owner of the strata lot.
- 38.8 A resident or visitor shall not use any parking area as a work area for carpentry, renovations, repairs (including, but not limited to, sawing, drilling and the use of any adhesive or hardening compounds) or work on vehicles involving the use of any automotive fluids or paints, motor tune ups or mechanical repairs, except with the permission of council or its agent.
- 38.9 No major repairs or adjustments shall be made to motor vehicles on the common property.
- 38.10 Owners will be responsible for the clean up of oil spills on common property.
- 38.11 No vehicles exceeding 4,000 kg. G.V.W. shall be parked or brought onto the common property without the consent of the strata council, except when used in delivery of items to or removal of items from the premises.
- 38.12 Any vehicle which does not comply with this bylaw may be removed at the owner's expense.
- 38.13 Every resident or visitor operating a vehicle in the parking areas shall not exceed 10 km/hour.

### **Moving**

#### **39. Moving In/out procedures**

- 39.1 It will be the express responsibility of the owner to ensure that all moves in or out by the owner or resident conform to the move-in and move-out rules established by council.
- 39.2 A resident must provide notice to the on-site building manager of all moving arrangements at least 48 hours before the move occurs. All moves must take place between hours as allotted by the District of North Cowichan. Should council rule to restrict move-in /move-out times, council's time restrictions would take precedence over the District of North Cowichan's time allotment.

- 39.3 Residents must ensure that all common areas, especially entryways, hallways and stairwells are left undamaged after a move.

#### **Appearance of strata lots**

##### **40. Cleanliness**

- 40.1 A resident must not allow a strata lot to become unsanitary or untidy. Rubbish, dust, garbage, boxes, packing cases and other similar refuse must not be thrown, piled or stored in the strata lot or on common property. Any expenses incurred by the Strata Corporation to remove such refuse will be charged to the strata lot owner.
- 40.2 A resident must ensure that ordinary household refuse and garbage is securely wrapped and placed in the containers provided for that purpose, recyclable material is kept in designated areas and material other than recyclable or ordinary household refuse and garbage is removed appropriately. The owners will comply with the District of North Cowichan's recycling program as it is implemented.
- 40.3 Any waste material other than ordinary household refuse and normally collected recycling materials shall be removed by the individual owner or resident of the strata lot.
- 40.4 Balconies or patios may not be used for general storage. Items which are permitted shall be limited to free-standing self-contained planter boxes or containers not to exceed 324 sq. inches surface area, and a reasonable amount of patio furniture and accessories, including barbeques.
- 40.5 Only barbeques fueled by propane, natural gas or electricity may be used. All barbecues must be kept a minimum distance of 24 inches away from the building exterior walls. Owners shall operate their barbecues in a manner which does not interfere with other owners' enjoyment of their strata lot. Strata lot owners are responsible for heat damage to the building envelope

#### **Rentals**

##### **41. Residential rentals**

- 41.1 Prior to possession of a strata lot by a tenant, the landlord must deliver to the tenant the current bylaws and rules of the Strata Corporation and a Notice of Tenant's Responsibilities (Form K).
- 41.2 Within two weeks of renting a strata lot, the landlord must give the Strata Corporation a copy of the Notice of Tenant's Responsibilities (Form K) signed by the tenant, in accordance with section 146 of the Act.

#### **Visitors and Children**

##### **42. Children and supervision**

- 42.1 Each owner or owner's agent is responsible for the conduct of their residents and visitors. This includes ensuring that noise is kept at a level that will not disturb the rights of others to quiet enjoyment.
- 42.2 Residents are responsible for the conduct of children residing in their strata lot, including ensuring that noise is kept at a level which will not disturb the quiet enjoyment of others.
- 42.3 Residents are responsible to assume liability for and properly supervise activities of children, including, but not limited to bicycling, skateboarding and hockey.

##### **43. Miscellaneous**

- 43.1 A resident or visitor must not smoke in areas designated by the council as smoke-free, or as otherwise required by law.
- 43.2 A resident or visitor must not hinder movement on, or restrict access to sidewalks, entrances, exits, halls, passageways, stairways and other parts of the common property. This precludes the storage of personal items and garbage in the aforementioned areas.
- 43.3 Residents and visitors may not use common property electrical outlets, with the exception of parking area outlets which may be used while vacuuming a vehicle.
- 43.4 With the exception of real estate signs (see bylaw 36.1), residents or owners may not erect or display or permit to be erected or displayed any signs, fences, gates, billboards,

placards, advertising, notices or other fixtures of any kind on the common property or in a strata lot, unless authorized by strata council..

- 43.5 A resident must ensure that no laundry, flags, clothing, bedding or other articles are hung or displayed from windows, patios, balconies or other parts of the building such that they are visible from the outside of the building.
- 43.6 Draperies or window coverings that are visible from the exterior of any strata lot shall be cream or white in color.
- 43.7 A resident must not display or erect fixtures, poles, clotheslines, racks, storage sheds and similar structures permanently or temporarily on limited common property, common property or land that is a common asset. Despite the foregoing, the placing of items on the limited common property or patio areas shall be limited to free standing, self contained planter boxes or containers, summer furniture and accessories.(see bylaw 40.4)
- 43.8 No awning, shade screen, smoke stack, satellite dish, radio or television antenna shall be hung from or attached to the exterior of the strata lot without prior written consent of the strata council.
- 43.9 Mops or dusters of any kind shall not be shaken, and nothing shall be thrown out of any window, door, passage, or other parts of the strata lot or the common property.
- 43.10 Cycling on the common property anywhere other than on the driveway is prohibited.

#### 44. Hazards

- 44.1 Fire hazards must be minimized. No item shall be brought onto or stored in a strata lot or the common property which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or of any other insurance policy held by the Strata Corporation, or which will invalidate any insurance policy.
- 44.2 No material substances, especially burning material such as cigarettes or matches, shall be discharged from any window, door, patio or other part of a strata lot or the common property.

#### 45. Common Areas

- 45.1 The Strata Council shall administer all common areas and any rules and regulations formulated by the Strata Council from time to time shall be binding upon all owners, residents and visitors.
- 45.2 The common facilities are for the use of residents and their invited guests only. A resident must accompany guests when using these facilities.

#### 46. Damage to Property

- 46.1 An owner or resident shall not cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables or other objects on lawns or grounds so as to damage them or prevent growth.

#### 47. Security

- 47.1 Strata lot owners and residents are responsible for anyone they admit onto or about the common property, including agents, servants, licensees, and invitees.

## VICTORIA LAND TITLE OFFICE

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STRATA PROPERTY ACT FILING  
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PAGE 1 OF 2 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*.

Hugh John  
Armstrong  
VDWU5GDigitally signed by Hugh John  
Armstrong VDWU5G  
DN: cn=CA, o=Hugh John Armstrong  
VDWU5G, ou=Lawyer, email=VJ@at  
www.justice.com.V.KUP.cdn?  
id=VDWU5G  
Date: 2015.03.11 14:38:16 -0700

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

Hugh Armstrong Law Corp.

Lawyer &amp; Notary Public

157 Trunk Road

Duncan

BC V9L 2P1

Phone: 250 746 4354

File No: G-1132

Document Fees: \$25.37

Deduct LTSA Fees? Yes 

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

Form-1 Amendment to Bylaws

LTO Document Reference:

## 3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

NO PID NMBR STRATA PLAN

Related Plan Number: VIS2462

*Strata Property Act*  
FORM I  
AMENDMENT TO BYLAWS

*(Section 128)*

The Owners, Strata Plan VIS 2462 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 General Meeting held on February 24, 2015\*.

"BE IT RESOLVED by a 3/4 vote of the owners, present in person or by proxy, Strata Corporation VIS 2462, that the strata corporation amend its bylaws by deleting current bylaw 2.1 which reads:

*"2.1. An owner must pay strata fees on or before the first day of the month to which the strata fees relate."*

AND inserting in place thereof the following:

*"2.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate (12 postdated cheques requested). Money received will be first applied to any outstanding fines, outstanding interest owing, strata fees and special levies last."*

*Nola Hendrie*

Signature of Council Member

*Nola Hendrie*

*Chnela*

Signature of Second Council Member

*Chnela Lehna*

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

Mar-21-2014 08:06:28.001

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PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 2 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*.

Justin  
Hodkinson  
S2738RDigitally signed by Justin Hodkinson  
S2738R  
DN: c=CA, cn=Justin Hodkinson  
S2738R, o=Lawyer, ou=Verify ID at  
www.juricart.com/LKUP.cfm?id=S2738R  
Date: 2014.03.21 08:03:30 -0700

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

J. Hodkinson &amp; Company

Cook Street RPO P.O. Box 23057

(250) 415-3314

Victoria

BC V8V 4Z8

Document Fees: \$24.20

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 VIS 2462**Related Plan Number: **VIS2462**



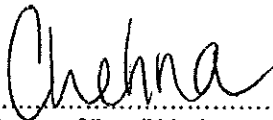
*Strata Property Act*  
FORM I  
AMENDMENT TO BYLAWS

*(Section 128)*

The Owners, Strata Plan VIS 2462 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 General Meeting held on February 26, 2014\*.

**"BE IT RESOLVED** by a 3/4 vote of the owners, in person or by proxy, Strata Corporation VIS 2462, that the strata corporation amend its bylaws by inserting as bylaw 31.10 the following:

*If within thirty (30) minutes from the time appointed for an annual or special general meeting a quorum is not present, the eligible voters present in person or by proxy constitute a quorum."*



.....  
Signature of Council Member

Christa Kehna



.....  
Signature of Second Council Member

Nola Hendrie

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



**NOTICE OF REGISTRATION**

**Date of Issue:** March 23, 2017  
**Submitter's Name:** Lois DeEll  
**File Reference:** G-1195

**Description:** G-1195 Freelance

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

STRATA PLAN FILING	CA5866918	FILED
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For help, go to <http://help.ltsa.ca>. To reach the LTSA Customer Service Centre for general land title and survey matters, select option 1 at 604-630-9630 or toll free at 1-877-577-LTSA(5872) or send a request at <https://myltsa.ltsa.ca/contact-customer-service-centre>. For myLTSA sign-up or technical assistance, contact myLTSA Technical Support by selecting option 2 at 604-630-9630 or toll free at 1-877-577-LTSA(5872) or send an request at <https://myltsa.ltsa.ca/contact-mytsa-tech-support>

## VICTORIA LAND TITLE OFFICE

Mar-13-2017 11:45:32.001

STRATA PROPERTY ACT FILING  
PROVINCE OF BRITISH COLUMBIA

CA5866918

PAGE 1 OF 2 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*, RSBK 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*.

Hugh John Armstrong VDWU5G
----------------------------------

Digitally signed by Hugh John Armstrong VDWU5G Date: 2017.03.13 11:33:53 -07'00'
---

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

Hugh J. Armstrong Law Corporation

Lawyer and Notary Public

157 Trunk Road

Duncan

BC V9L 2P1

File No.: G-1195

Telephone: 250.746.4354

Document Fees: \$28.63

Deduct LTSA Fees? Yes 

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

Form-1 Amendment to Bylaws

LTO Document Reference:

## 3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

NO PID NMBR STRATA PLAN

Related Plan Number: VIS2462

*Strata Property Act*  
FORM I  
AMENDMENT TO BYLAWS

(Section 128)

The Owners, Strata Plan VIS 2462 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 General Meeting held on February 22, 2017\*.

*"BE IT RESOLVED by a 3/4 vote of the owners, present in person or by proxy, Strata Corporation VIS2462, that the strata corporation amend its bylaws by inserting as bylaw 4.6 the following:*

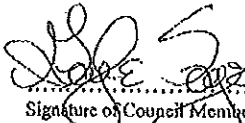
*"4.6 (1) Owners, tenants, occupants, and visitors shall not smoke in, on, or about the Common property, or limited common property save for only the parking lot. This prohibition shall include:*

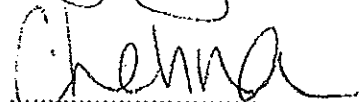
- (a) the exterior portions of the strata corporation including:*
- i. exterior balconies and patios whether they be limited common property or part of the adjoining strata lot,*
  - ii. exterior inner courtyard (fenced in area),*
- (b) the interior of the building including:*
- i. the front lobby,*
  - ii. hallways,*
  - iii. elevators,*
  - iv. stairwells,*

*(2) Owners, tenants, occupants, and visitors shall not smoke in, on, or about a strata lot. This prohibition shall include:*

- (a) the interior of strata lots,*

*(3) For the purpose of these bylaws "smoking" shall include the inhaling, exhaling, burning, or carrying of any lighted cigarette, cigar, pipes, or any similar product whose use generates smoke.*

  
.....  
Signature of Council Member

  
.....  
Signature of Second Council Member  
Chnota Lehna

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

**RULES FOR**  
**Strata Plan VIS 2462**  
**PREVOST PLACE**

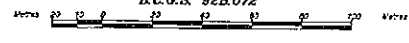
Effective JANUARY 20<sup>TH</sup> 2008

1. No illegal activity is permitted in the building or on the property.
2. Alteration or damage to common property and/or grounds is not permitted.
3. No objects are to be placed on the grounds or common property so as to cause damage or interfere with the enjoyment of other residents, or which may interfere with the maintenance of the grounds.
4. Any noise or loud sounds shall be kept to an absolute minimum, especially between 9 p.m. and 7 a.m.
5. Balconies are not to be used for personal storage; however, bicycles in working order are permitted on patio decks. Laundry and personal items are not to be hung from balconies. Do not discard anything over the balcony.
6. Planter boxes are not to exceed 324 square inches surface area.
7. Only barbeques fueled by propane, natural gas or electricity may be used.
8. All units must have drapes and/or blinds that are white or cream as viewed from outside the building.
9. Residents may have only one cat or one dog less than 20 lbs or 20 inches in height living in their unit. Dogs must be leashed at all times while on common property. Owners must clean up after their pet in the building and/or on the grounds.
10. All vehicles in the parking lot must be licensed and insured and kept in the designated parking stall assigned and registered to each unit. No trailers, boats and/or commercial equipment are to be kept in the parking lot. Visitor parking is for visitors only and shall not be used by residents.
11. Commercial advertising on signs, stickers or billboards may not be displayed inside or outside the building or on the grounds.
12. No aerials, wires, fasteners, satellites, or any other article shall be installed in, on or about the common property. The driving of nails, screws or any similar objects into the vinyl siding, flashing, or soffits is forbidden.
13. Dispose of unwanted mail in your own garbage, not on common property.
14. The garbage bin is for household refuse only. Any resident found discarding other objects in the garbage bin shall pay for the cost of a garbage pick-up. The dumping of large items such as furniture and renovation materials is strictly prohibited.
15. Recyclable items (including empties) must not be left on common property.
16. All entrance/exit doors are to be kept closed and locked. Residents and their guests are strictly prohibited from putting anything in doorways to stop doors from opening or closing.
17. Residents shall notify a strata council member or strata management of any damage or dangerous situation in or around the building that may put residents at risk, or cause further damage, harm or personal loss.
18. Residents must not bring cut or live Christmas trees into the building.
19. A strata unit may be occupied as a permanent residence by a maximum of four persons. Owners are responsible for having an updated list of occupants (Form K) on file with the strata manager.
20. Residents should be familiar with and ensure that both they and their visitors adhere to all rules and bylaws.
21. An owner found in violation of rules 1-20 will be subject to a fine of \$50.

22. *Every extra key, over three, that an owner wants to the building they will have to pay a deposit of \$50.00'.*

STRATA PLAN OF LOT A, SECTION 20, RANGE 4, QUAMICHAN DISTRICT, PLAN VIP.55051.

Scale = 1:1000  
R.C.G.S. 92B.072



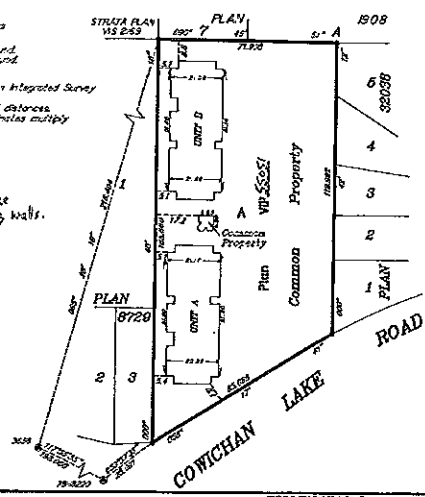
LEGEND  
Boundaries are grid bearings defined from  
GDA 84 NGS and 78-85/86.  
• denotes control monument found.  
○ denotes standard iron post found.

This plan fits with the North Cowichan Integrated Survey  
Area No. 10.  
This plan shows ground level measured distances.  
Prior to completion of U.T.M. co-ordinates multiply  
by constant factor 0.999926.

All strata lots are defined by the  
outside faces of exterior building walls.

Site Address  
3315 Cowichan Lake Road  
Duncan, B.C.

Address for transfer of documents  
at the Strata Corporation  
6475 Marguerite Street  
Vancouver, B.C.  
V5T 3L5



FIRST SHEET  
SHEET 1 OF 14 SHEETS

STRATA PLAN VIS 2462

Registered and returned to the Land Title Office of Victoria, B.C.  
on the 11th day of August, 1992.

Rep. Registrar  
Philip J. Bowers  
04-315  
EF 07186

04-315

I, Philip J. Bowers of the City of Duncan, a British  
Columbia Land Surveyor, hereby certify that the building  
shown in this strata plan has not, as of the 1st day  
of May, 1992, been previously occupied.  
Dated at Duncan, B.C. the 10th day of June, 1992.

Philip J. Bowers  
R.C.L.S.

I, Philip J. Bowers of the City of Duncan, a British  
Columbia Land Surveyor, hereby certify  
1. That the building erected on the parcel described  
above is wholly within the external boundaries of  
that parcel.

Dated at Duncan, B.C. the 10th day of June, 1992.  
Philip J. Bowers  
R.C.L.S.

CONDOMINIUM ACT

LOT NO.	SHEET NO.	FORM 1	FORM 2	FORM 3
		SCHEDULE OF UNIT ENTITLEMENT Unit Entitlement	SCHEDULE OF NEAREST NEIGH NEIGHBORHOOD Interest Upon Proportionate Interest Upon Proportionate	SCHEDULE OF VOTING RIGHTS Number of Votes
1	6	73	19	1
2	6	75	19	1
3	6	74	19	1
4	6	64	15	1
5	6	64	15	1
6	6	64	15	1
7	6	74	19	1
8	6	73	19	1
9	6	64	15	1
10	6	63	15	1
11	6	65	15	1
12	6	65	15	1
13	6	65	15	1
14	6	63	15	1
15	6	72	19	1
16	6	63	15	1
17	7	73	19	1
18	7	74	19	1
19	7	68	15	1
20	7	63	15	1
21	7	64	15	1
22	7	74	19	1
23	7	74	19	1
24	7	64	15	1
25	7	63	15	1

Mortgagee:  
Mortgage Corporation  
(File No. 35019)  
R.C. 121333313

SECOND SHEET  
SHEET 2 OF 14 SHEETS

STRATA PLAN VIS 2462

Harold Vansho  
Kathleen Kim Edson  
Authorized Signatory  
I, Harold Vansho  
witness as to both signatures

Accepted as to Forms 1, 2, and 3  
Dated this 25th day of August, 1992

Conventive Agreement  
Occupation of address

Supplement of the Act

ND King Shw T O  
Address of registrant

STATUTORY DECLARATION

I, the undersigned, do solemnly declare that  
(1) I am the duly authorized agent of the owner/registrant  
(2) the Strata Plan is valid for residential use.

Registered Owner:  
41629 B.C. 114  
(File No. 41629)

I 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.

Witness as to both signatures  
R.C.L.S.

Philip J. Bowers  
R.C.L.S.

Authorized Signatory

Dated before me at Duncan in the Province of British  
Columbia this 31st day of August, AD, 1992.

Witness as to both signatures  
R.C.L.S.

Commissioner for Taking Affidavits for British Columbia

Witness as to both signatures  
715 Canada Ave  
Duncan, B.C.  
Address of witness  
R.C.L.S.

Witness as to both signatures  
Dated correct this 10th day of June 1992  
Philip J. Bowers  
R.C.L.S.

CONDOMINIUM ACT

LOT NO.	SHEET NO.	FORM 1	FORM 2	FORM 3
		SCHEDULE OF UNIT ENTITLEMENT Unit Entitlement	SCHEDULE OF NEAREST NEIGH NEIGHBORHOOD Interest Upon Proportionate Interest Upon Proportionate	SCHEDULE OF VOTING RIGHTS Number of Votes
26	7	75	19	1
27	7	75	19	1
28	7	74	19	1
29	7	73	19	1
30	8	74	19	1
31	8	74	19	1
32	8	74	19	1
33	8	67	15	1
34	8	63	15	1
35	8	64	15	1
36	8	74	19	1
37	8	75	19	1
38	8	64	15	1
39	8	63	15	1
40	8	75	19	1
41	8	75	19	1
42	8	74	19	1
43	8	75	19	1
44	9	74	19	1
45	9	62	15	1
46	9	65	15	1
47	9	61	15	1
48	9	74	19	1
49	9	74	19	1
50	9	73	19	1

Mortgagee:  
Mortgage Corporation  
(File No. 35019)  
R.C. 121333313

SECOND SHEET  
SHEET 3 OF 14 SHEETS

STRATA PLAN VIS 2462

Harold Vansho  
Kathleen Kim Edson  
Authorized Signatory  
I, Harold Vansho  
witness as to both signatures

Accepted as to Forms 1, 2, and 3  
Dated this 25th day of August, 1992

Conventive Agreement  
Occupation of address

Supplement of the Act

ND King Shw T O  
Address of registrant

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(1) I am the duly authorized agent of the owner/registrant  
(2) the Strata Plan is valid for residential use.

Registered Owner:  
41629 B.C. 114  
(File No. 41629)

I 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.

Witness as to both signatures  
R.C.L.S.

Philip J. Bowers  
R.C.L.S.

Authorized Signatory

Dated before me at Duncan in the Province of British  
Columbia this 31st day of August, AD, 1992.

Witness as to both signatures  
R.C.L.S.

Commissioner for Taking Affidavits for British Columbia

Witness as to both signatures  
715 Canada Ave  
Duncan, B.C.  
Address of witness  
R.C.L.S.

Witness as to both signatures  
Dated correct this 10th day of June 1992  
Philip J. Bowers  
R.C.L.S.

**CONDOMINIUM ACT**

Mortgage  
Mortgage Corporation  
(Reg. No. 3003)  
R# 1218332/3

**SECOND SHEET**  
**SHEET 4 OF 14 SHEETS**  
**STRATA PLAN VIS 2462**

LOT NO.	SHEET NO.	FORM 1	FORM 2	FORM 3
		SCHEDULE OF UNIT ENROLLMENT Unit Enrollment	SCHEDULE OF UNIT RIGHTS Private Open Structures	SCHEDULE OF UNIT RIGHTS Number of Units
51	9	75	19	1
52	9	54	19	1
53	9	64	19	1
54	9	64	19	1
55	9	64	19	1
56	9	64	19	1
57	9	53	19	1
58	9	74	19	1
59	10	74	19	1
60	10	53	19	1
61	10	64	19	1
62	10	69	19	1
63	10	74	19	1
64	10	75	19	1
65	10	74	19	1
66	10	73	19	1
67	10	74	20	1
68	10	75	20	1
69	10	76	19	1
70	10	54	19	1
71	10	53	19	1
72	10	75	19	1
73	11	74	19	1
74	11	63	19	1
75	11	64	19	1

Accepted as to Forms 1, 2 and 3  
Dated this 21<sup>st</sup> day of August 1992

*[Signature]*  
Authorized Signatory

*[Signature]*  
Executive Assistant  
Deputies of Strata

110 King St. W. T.O.  
Address of Strata

Registered Owner:  
41005 B.C. Ltd.  
(P.C. No. 41005)

*[Signature]*  
Authorized Signatory

*[Signature]*  
Authorized Signatory

*[Signature]*  
Witness as to both signatures

ECIS  
Occupation of witness  
715 Canada Ave.  
Duncan, B.C.  
Address of witness

Corrected correct this 26<sup>th</sup> day of June 1992

*[Signature]*  
Philip J. Brown

B.C.L.S.

**CONDOMINIUM ACT**

Mortgage  
Mortgage Corporation  
(Reg. No. 3003)  
R# 1218332/3

**SECOND SHEET**  
**SHEET 6 OF 14 SHEETS**  
**STRATA PLAN VIS 2462**

LOT NO.	SHEET NO.	FORM 1	FORM 2	FORM 3
		SCHEDULE OF UNIT ENROLLMENT Unit Enrollment	SCHEDULE OF UNIT RIGHTS Private Open Structures	SCHEDULE OF UNIT RIGHTS Number of Units
76	11	69	19	1
77	11	75	19	1
78	11	74	19	1
79	11	73	19	1
80	11	72	19	1
81	11	75	19	1
82	11	76	19	1
83	11	76	19	1
84	11	64	19	1
85	11	64	19	1
86	11	74	19	1
APPROXIMATE		5552	1120	65

Accepted as to Forms 1, 2 and 3  
Dated this 21<sup>st</sup> day of August 1992

*[Signature]*  
Authorized Signatory

*[Signature]*  
Executive Assistant  
Deputies of Strata

110 King St. W. T.O.  
Address of Strata

Registered Owner:  
41005 B.C. Ltd.  
(P.C. No. 41005)

*[Signature]*  
Authorized Signatory

*[Signature]*  
Authorized Signatory

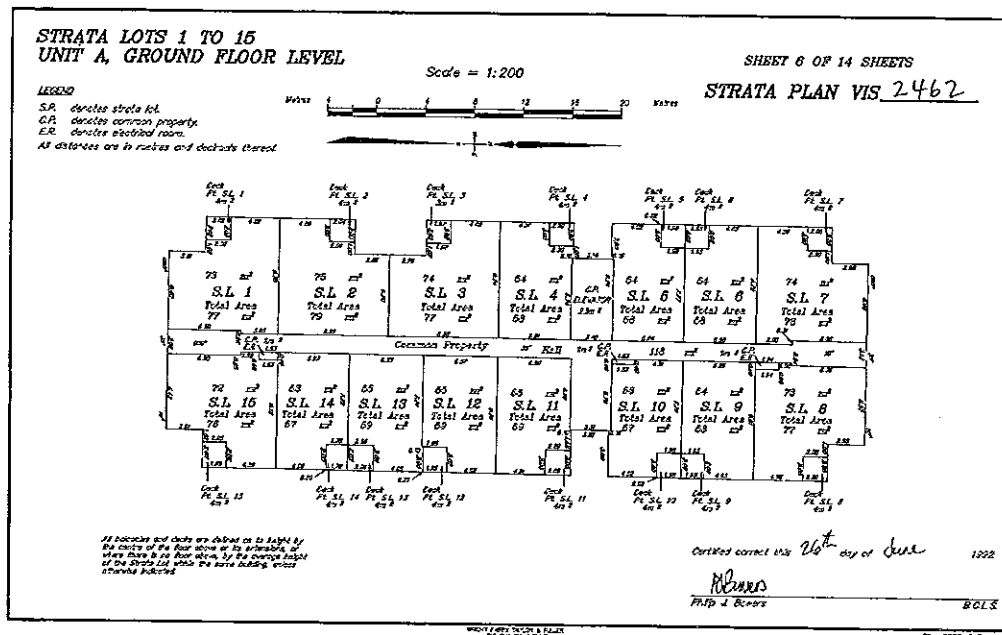
*[Signature]*  
Witness as to both signatures

ECIS  
Occupation of witness  
715 Canada Ave.  
Duncan, B.C.  
Address of witness

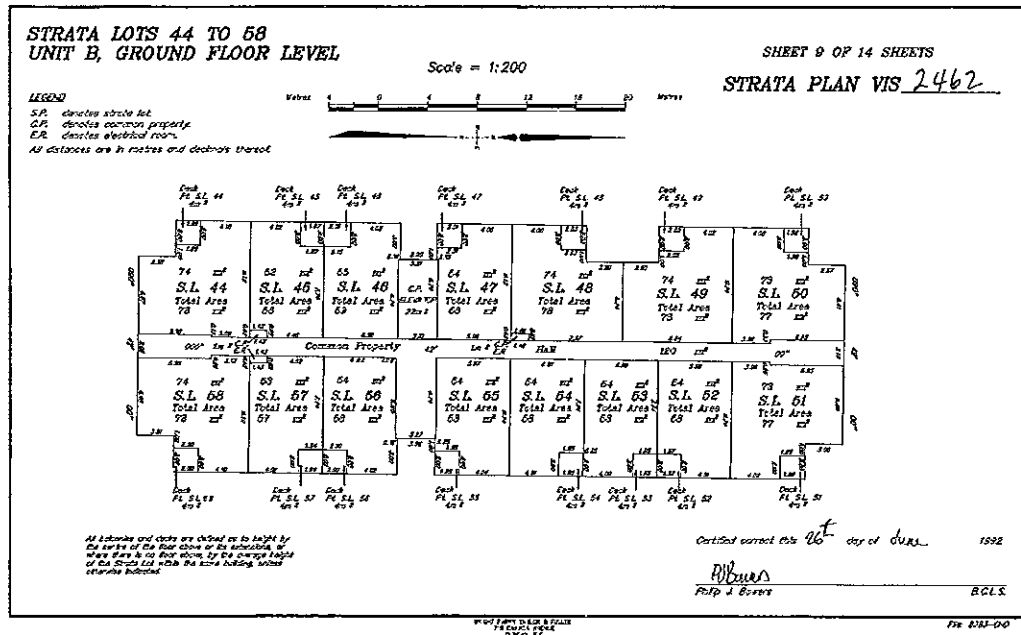
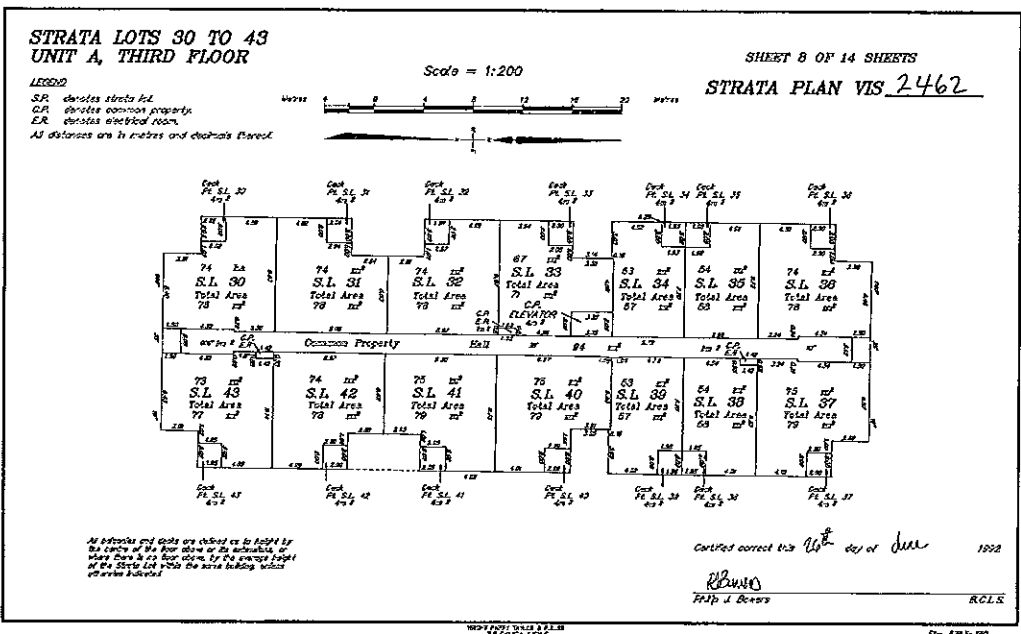
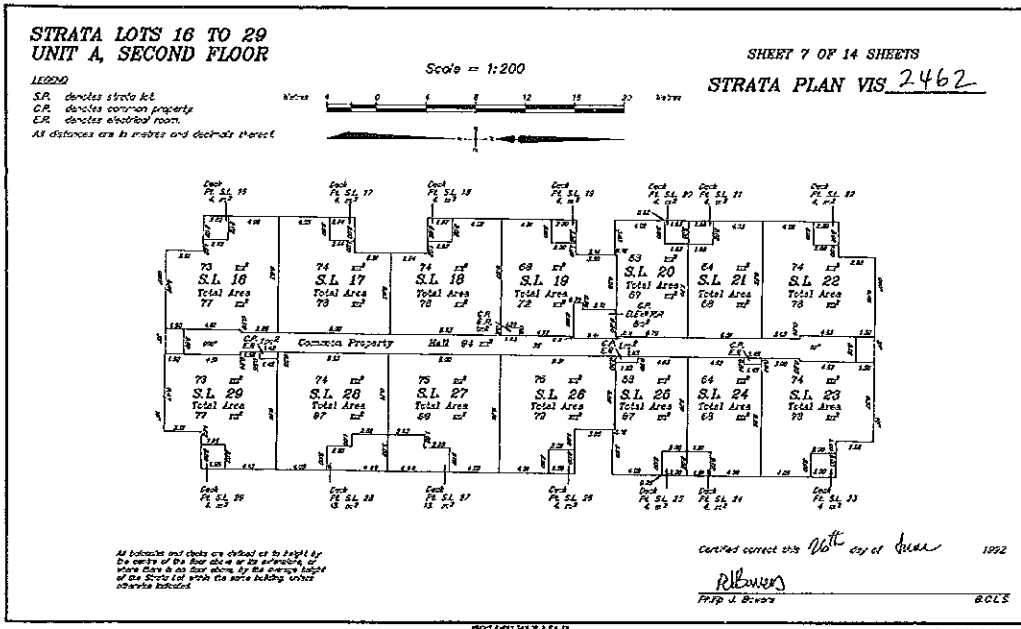
Corrected correct this 26<sup>th</sup> day of June 1992

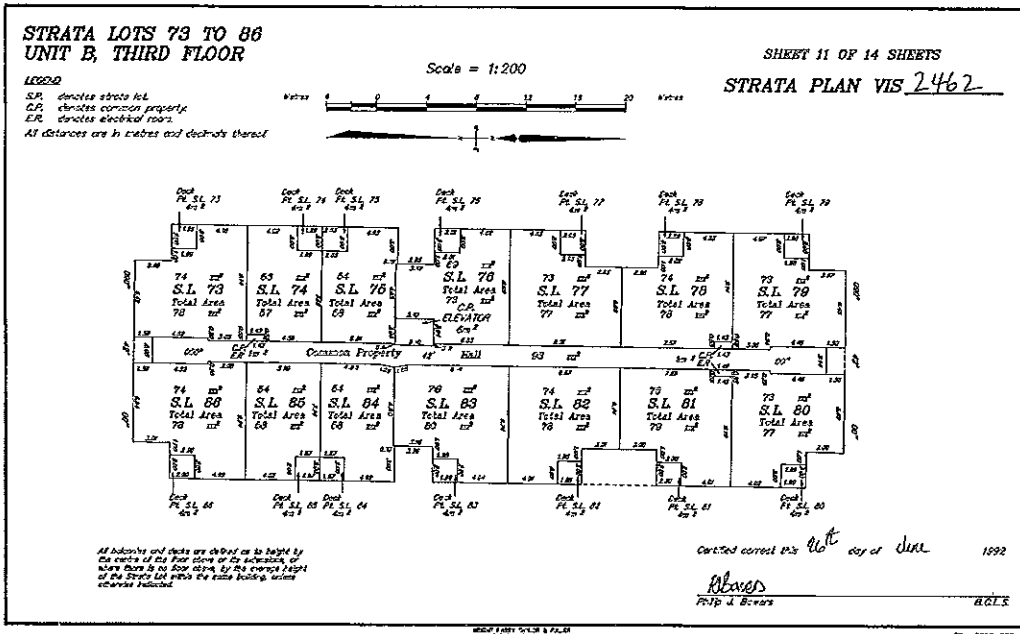
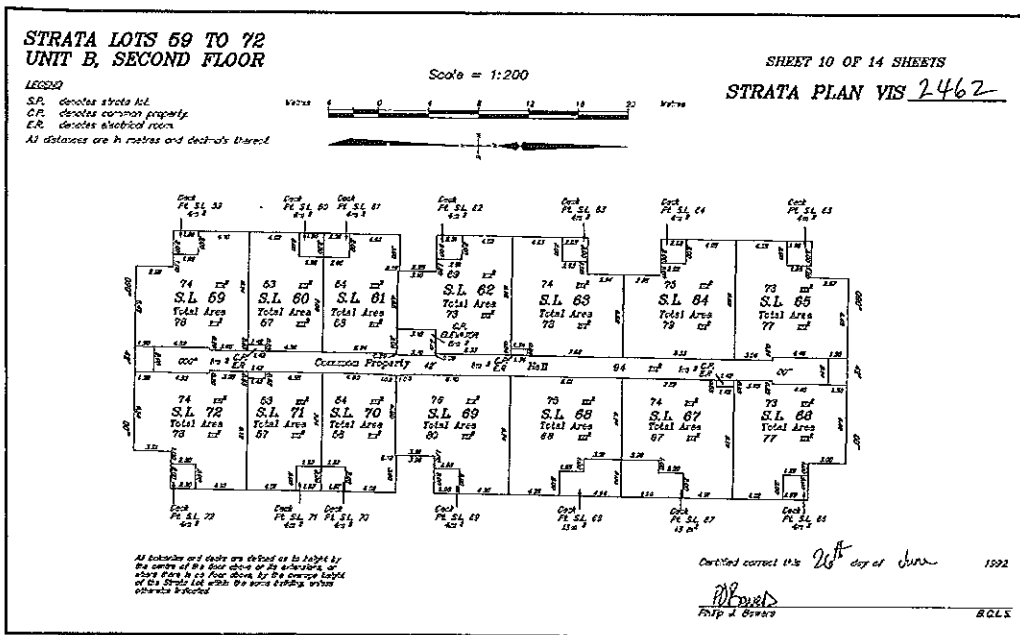
*[Signature]*  
Philip J. Brown

B.C.L.S.

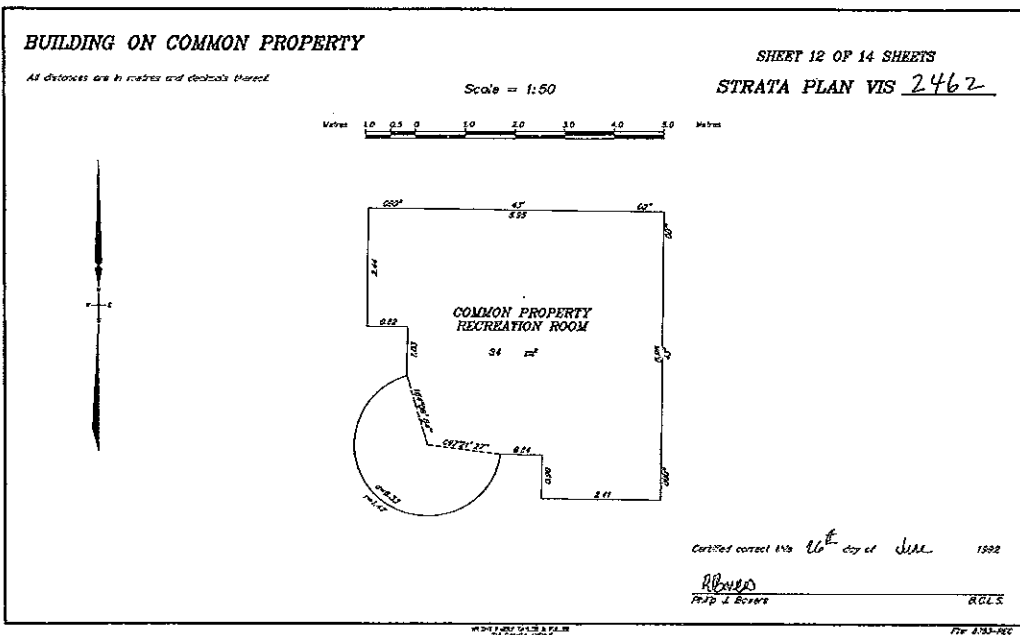








Plan #: VIS2462 App # N/A CRI # (Altered)



RCVD: ROST: 2013-03-15 13:28:00





**Dan Johnson**  
Realtor®

*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.

Dan Johnson, Realtor® - Pemberton Holmes Ltd  
23 Queens Rd, Duncan BC V9L 2W1  
250-709-4987  
[www.duncanbcrealestate.ca](http://www.duncanbcrealestate.ca)