



Strata Property Act Filing

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JUL 28 2023 15:31:13.005
CB791121

1. Contact

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Anna Zubchenko
TERRA LAW CORPORATION
2800 - 650 West Georgia Street
Vancouver BC V6B 4N7
6046282800

503018

Dockside - Form Y Notice of Different Bylaws - EPS9197

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

Application Type

LTO Document Reference

Form-Y Owners Developers' Notice of Different Bylaws

3. Description of Land

PID/Plan Number

Legal Description

EPP127129**AIR SPACE PARCEL 1 DISTRICT LOT 119 ESQUIMALT DISTRICT AIR SPACE PLAN EPP127129**

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.

**Nathan Joseph
Ische KEWIIA**Digitally signed by
Nathan Joseph Ische KEWIIA
Date: 2023-07-28
14:48:01 -07:00

Strata Property Act
Form Y
OWNER DEVELOPERS' NOTICE OF DIFFERENT BYLAWS
(Section 245 (d); Regulations section 14.6 (2))

Re: Strata Plan EPS9197 being a strata plan of:

PID: NPA Air Space Parcel 1 District Lot 119, Esquimalt District, Air Space Plan
EPP127129

The following or attached bylaws differ from the Standard Bylaws to the *Strata Property Act* (British Columbia) (the "Act"), as permitted by section 120 of the Act.

See Schedule A

Date: July 28, 2023

BOSA DEVELOPMENT (DOCKSIDE HOLDINGS) LTD.

Per: 
Authorized Signatory

{251506-503018-02376730;4}

SCHEDULE A**369 TYEE ROAD**

1. Amend Bylaw 2 by deleting subsection (1) and replacing it with the following:

"(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. For certainty, an owner must repair and maintain all appliance and equipment located within his or her strata lots, including, without limitation, any:

1. dishwasher;
2. refrigerator with ice/water dispensing capabilities;
3. washing machine;
4. clothes dryers;
5. toilet, sink, bathtub and/or shower;
6. fish tank;
7. heating fan coil;
8. energy recover ventilator;
9. plumbing pipes, fixtures and hoses located wholly within the strata lot and accessible to the owner; or
10. other similar type of appliance, equipment or fixture.

2. Amend Bylaw 3 by deleting subsection (1) and replacing it with the following:

"(1)" An owner, tenant, occupant or visitor must not use the strata lot, the common property, the common assets, or the limited common property including the balcony, deck, roof deck, and garden and landscaped areas, in a way that:

- (a) causes a nuisance or hazard to another person;
- (b) causes unreasonable noise;
- (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot;
- (d) is illegal;
- (e) is contrary to a purpose for which the strata lot, limited common property or common property is intended as shown expressly or by necessary implication on or by the strata plan; or
- (f) that is in contravention of any rule, order or bylaw of the City of Victoria applicable to the strata lot or that will result in any unusual or objectionable odour to emanate from the strata lot, or that is inconsistent with the intent of these Bylaws.

An owner, tenant, occupant or visitor must not use a strata lot, or permit any occupant of his or her strata lot to use, his or her strata lot for purposes other than residential purposes and other purposes ancillary to residential purposes. For the purpose of this bylaw, "live/work" uses are not considered residential purposes or other purposes ancillary to residential purposes"

3. Amend Bylaw 3 by deleting subsection (4) and replacing it with the following:
 - "(4) An owner, tenant or occupant must not keep any pets in a strata lot other than one or more of the following:
 - (a) up to 4 fish or other small aquarium animals;
 - (b) up to 2 small caged mammals;
 - (c) up to 2 caged birds; and
 - (d) dogs or cats, provided that the total number of dogs and cats combined does not exceed two."
4. Amend Bylaw 3 by adding the following after subsection (4):
 - "(5) The owners of pets shall be fully responsible for the behaviour of their pets within the common property. Visitors shall be informed of the rules concerning pets and residents will be responsible for clean up or damage and repair should their guests bring pets on to the common property.
 - (6) An owner, tenant or occupant shall not feed nuisance birds such as pigeons, seagulls, crows, starlings and other birds from any strata lot or the common property."
5. Amend Bylaw 4 by adding the following after subsection (2):
 - "(3) Any owner of a strata lot who leases his or her lot without submitting a Form K in accordance with the *Strata Property Act* (British Columbia) shall be liable to a fine of \$200.00 for every 7 days that a tenant is in occupancy of the strata lot and the Form K is not submitted."
6. Amend Bylaw 5 by adding the following after subsection (1)(g):
 - "(h) the painting of the exterior, or the attachment of sunscreens or greenhouses; or
 - (i) limited common property, including balconies, decks, roof decks and garden and landscaped areas."
7. Amend Bylaw 7 by adding the following after subsection (2):
 - "(3) Where the strata corporation is required to enter a strata lot for the purpose of maintaining, cleaning, repairing, or replacing windows, 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."

8. Amend Bylaw 21 by replacing subsection (2) with the following:

“(2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage, and the strata council may, spend up to \$5,000 of the strata corporation's money to repair or replace common property or common assets in non-emergency situations.

9. Delete Bylaw 23 and replacing it with the following:

“Maximum fine

- (1) The strata corporation may fine an owner or tenant a maximum of

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

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

10. Bylaw 27.1 is added following Bylaw 27 and provides as follows:

“Quorum for an annual or special general meeting

27.1(1) A quorum for a general meeting is 1/3 of the strata corporation's eligible voters, present in person or by authorized representative or by proxy.

- (2) At any annual or special general meeting called by the strata corporation, if a quorum is not present at the appointed time or within fifteen (15) minutes thereafter, the meeting shall stand adjourned for an additional fifteen (15) minutes. Thereafter, if a quorum as defined by section 27.1(1) is still not present, the eligible voters who are present in person, by authorized representative or by proxy, shall constitute a quorum.”.

11. Amend Bylaw 30 by deleting it and replacing it with the following new Bylaw 30:

“Bylaw 30: Promotion

- 30(1) Notwithstanding anything to the contrary contained in these Bylaws, during the time the owner-developer is the owner or lessee of any strata lot, it and its marketing agents will have the right to:
- (a) maintain any strata lot or strata lots, whether owned or leased by it, as display suites and/or presentation centres and to carry within such strata lots and within any area of the common property any marketing and sales functions in respect of the development and/or any Bosa Developments (as defined below);

- (b) make alterations or modifications to, and carry out construction work within or about, any strata lot or strata lots owned or leased by the owner-developer or any common property or limited common property appurtenant thereto from time to time (including, without limitation, constructing and installing improvements therein) without the consent or approval of the strata corporation;
- (c) erect and maintain signage in and around any unsold strata lots and on the common property of the development for the duration of the marketing and sales program;
- (d) maintain display areas, landscaping and parking areas;
- (e) use any visitor or public parking or any other available parking for marketing and sales purposes and for any other reason related to the development and/or any Bosa Developments; and
- (f) have access to any and all parts of the common property and common facilities for the purpose of showing strata lots, the common property and the common facilities to prospective purchasers and their representatives,

in each case as may be reasonably determined by the owner-developer in order to enable or assist it in marketing or selling any strata lot within the development and/or any Bosa Developments.

- 30(2) In these bylaws, "**Bosa Developments**" means any residential, commercial or mixed-use developments to be developed adjacent or in proximity to the development or elsewhere in the Dockside or outer harbour areas of the City of Victoria by (i) the owner-developer of the development, (ii) any other entity or entities which is/are affiliated with or related to the owner-developer or any of their respective partners or owners."

12. Add the following Bylaws following Bylaw 30:

"Bylaw 31: Strata Fees

- 31(1) Strata fees are due and payable on or before the first day of each month. Strata fees not received by the 10th day of the month in which they are due are subject to a 10% per annum interest penalty compounded annually until paid.
- (2) 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.

Bylaw 32: Disturbance of Others

- 32(1) Mops or dusters of any kind shall not be shaken on the common property, and nothing shall be thrown out of any window, door, passage, or other parts of the strata lot or the common property.
- (2) No barbecues other than those fuelled by propane or electricity may be used. No owner shall operate his or her barbecue in a manner which, in the opinion of the strata council, interferes with another owner's enjoyment of his or her strata lot. All barbecues must be kept at a minimum distance of 24 inches away from the building exterior walls, or such other minimum distance as determined by the strata council, from time to time. Strata lot owners or residents are responsible for heat damage to the building envelope.

- (3) Cycling on the common property other than driveways is prohibited.
- (4) Carpentry work or similar alterations in respect of a strata lot shall be performed within the hours as allotted by the City of Victoria.

Bylaw 33: Hazards

- 33(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 any other insurance policy held by the strata corporation, or which will invalidate any insurance policy.
- (2) No material substances, especially burning material such as cigarettes or matches, shall be permitted to be discharged from any window, door, patio or other part of a strata lot or the common property.

Bylaw 34: Cleanliness

- 34(1) All household refuse and recycling material shall be secured in suitable plastic bags or recycling containers. The owners will comply with the City of Victoria's recycling program in effect from time to time.
- (2) Any waste material other than ordinary household refuse and normally collected recycling materials shall be removed by the individual owner, tenant or occupant of the strata lot at such owner's or resident's sole cost and expense.
- (3) No owner, tenant or occupant of a strata lot will bring onto, keep, install or display, a "live" tree, including a Christmas tree, or wreath, garland or similar decoration made of natural materials on the common property or a strata lot. For clarity, owners, occupants, and tenants of the strata lots may only keep, install, display or use natural potted trees or artificial trees. All artificial trees and decorations must be of fire-retardant material which should meet or exceed any applicable fire prevention or safety standards legislation or regulations.

Bylaw 35: Exterior Appearance

- 35(1) Subject to Bylaw 30, no signs, fences, gates, billboards, placards, advertising or notices of any kind shall be erected or displayed on the common property or the strata lot without prior written approval by the strata council.
- (2) 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.
- (3) No laundry, clothing, bedding, or other articles shall be hung or displayed from windows, patios, or other parts of the strata lot so that they are visible from the outside.
- (4) Original blinds as provided by the owner-developer must remain intact, and may only be replaced by blinds which are of the same size and style as the original. Any additional window coverings will only be permitted on the interior of the original or replacement blinds and must: (i) not be visible from the exterior of a strata lot; or (ii) be of the same or similar colour of the original blinds as provided by the owner-developer.

- (5) No unsightly material, effects or items shall be displayed or stored on the balcony, deck, roof deck, garden or landscaped areas or other limited common property of the strata lot.

Bylaw 36: Common Areas

- 36(1) The strata council shall administer all common property, common areas and common facilities and any rules and regulations formulated by the strata council from time to time shall be binding upon all owners, residents and visitors.
- (2) The common facilities are for the use of residents and their invited guests only. A resident must accompany guests when using these facilities.
- (3) Residents making use of common amenities, such as the roof top tower, will be responsible for cleanup after their use and repairing any damage caused as a result of their use.
- (4) Residents are prohibited from making use of common amenities, such as the roof top tower, for business purposes without the prior written consent of the strata council.
- (5) Residents are prohibited from making use of the roof top tower outside the hours of 7 a.m. to 10 p.m. without the prior written consent of the strata council.

Bylaw 37: Parking and Storage

- 37(1) An owner, tenant or occupant of a strata lot is only entitled to the use of a parking stall, a storage locker or a mobility scooter space located in the parking facility pursuant to a partial assignment of the parking stall/storage locker lease (the "**Parking and Storage Lease**") between the strata corporation (by assignment from the owner-developer) and the owner-developer (by assignment from the original tenant under the Parking and Storage Lease) as tenant, a copy of which is attached hereto as Schedule A. This section shall not restrict the use of any parking stalls, storage lockers or mobility scooter space designated as limited common property or for use by visitors to the development.
- (2) A certain number of the parking stalls (the "**Handicapped Stalls**") are constructed to meet the standards established by the City of Victoria for accessible parking stalls for persons with physical disabilities and are designated as handicapped stalls on the parking plan attached to the Parking and Storage Lease. A holder (the "**Handicapped Owner**") of an interest in a parking stall (the "**Non-Handicapped Stall**") that is not a Handicapped Stall, if the Handicapped Owner or his or her spouse or dependent child is handicapped, may request that the strata corporation allocate him or her a Handicapped Stall in accordance with the procedure set out below. If the strata corporation receives a written request from a Handicapped Owner for such a re-allocation, then the strata corporation will require that a non-handicapped holder (the "**Non-Handicapped Owner**") with an interest in a Handicapped Stall, if any, exchange his or her interest in the Handicapped Stall with the Handicapped Owner for his or her interest in the Non-Handicapped Stall for no consideration. Such an exchange will be accomplished by the Non-Handicapped Owner partially assigning his or her interest in the Parking and Storage Lease to the Handicapped Owner in respect of the Handicapped Stall, and the Handicapped Owner partially assigning his or her interest in the Parking and Storage Lease to the Non-Handicapped Owner in respect of the Non-Handicapped Stall. The Non-Handicapped Owner and the Handicapped Owner will each execute a partial assignment of his or her interest in the Parking and Storage Lease in favour of the

other substantially in the form of assignment attached as a schedule to the Parking and Storage Lease.

- (3) The parking stalls (in this Bylaw 37, the "**Electric Vehicle Stalls**") are configured with an electric service connection conduit to enable future activation of an electric vehicle plug-in charger and are designated as electric vehicle stalls on the parking plan attached to the Parking and Storage Lease.
- (4) The Electric Vehicle Stalls contain an electric conduit rough-in that is either installed/equipped with an electric vehicle plug-in charger or is capable of being installed/equipped with an electric vehicle plug-in charger. If an Electric Vehicle Stall is not installed/equipped with an electric vehicle plug-in charger by the owner-developer, the owner, tenant or occupant of a strata lot (each, an "**Applicant Owner**") that has the right to use such Electric Vehicle Stall and wishes to use that Electric Vehicle Stall for the charging of an electric vehicle will require the owner of the Remainder's permission to install/equip an electric vehicle plug-in charger at such Electric Vehicle Stall and to activate electric power to such Electric Vehicle Stall. In connection with the granting of such permission, the owner of the Remainder may charge the Applicant Owner a reasonable administrative fee and may require the Applicant Owner to install/equip a certain make, brand or type of electric vehicle plug-in charger, as determined by the owner of the Remainder, from time to time. In these Bylaws, "**Remainder**" means those lands legally described as: Lot 1 District Lot 119 Esquimalt District Plan EPP96817 Except Air Space Plan EPP127129;
- (5) If an owner, tenant or occupant of a strata lot with the right to use a given Electric Vehicle Stall is using the Electric Vehicle Stall for charging an electric vehicle, then the owner will be required to pay the cost of electricity supplied to the Electric Vehicle Stall (as determined by the electricity meter connected to the Electric Vehicle Stall) plus any reasonable administrative fee that the owner of the Remainder may charge, as determined by the owner of the Remainder, from time to time. For greater certainty, if an owner or occupant of a strata lot has the right to use more than one Electric Vehicle Stall, then the foregoing user fee will be payable by the owner for each such Electric Vehicle Stall that the owner or occupant is using for charging an electric vehicle. For greater certainty, the foregoing user fee is payable in addition to the monthly strata fee payable to the strata corporation.
- (6) An owner, tenant or occupant of a strata lot will have the exclusive right to use the electric conduit rough-in and associated electrical outlet which is appurtenant to an Electric Vehicle Stall which has been assigned to such owner under the Parking and Storage Lease. An owner, tenant or occupant of a strata lot will not, and will not permit any visitor or invitee of the owner, tenant or occupant to, use any electrical outlet in the parking facility except for the electric conduit rough-in and associated electrical outlet which is appurtenant to an Electric Vehicle Stall which has been assigned to such owner under the Parking and Storage Lease.
- (7) A certain number of the mobility scooter spaces (the "**Electric Scooter Spaces**") are configured with an electric service connection conduit to enable future activation of an electric plug-in charger for the charging of electric mobility scooters and are designated as electric scooter spaces on the parking plan attached to the Parking and Storage Lease. If an owner, tenant or occupant of a strata lot with the right to use a given Electric Scooter Space is using the Electric Scooter Space for charging an electric mobility scooter, then the owner will be required to pay a monthly user fee to the strata corporation (on account of electrical consumption) of \$20.00 per month or such other reasonable amount as determined by the strata council from time to time. For greater certainty, if an owner or occupant of a strata lot has the right to use more than one Electric Scooter Space, then the foregoing user fee will

be payable by the owner for each such Electric Scooter Space that the owner or occupant is using for charging an electric mobility scooter. For greater certainty, the foregoing user fee is payable in addition to the monthly strata fee payable to the strata corporation.

- (8) An owner, tenant or occupant of a strata lot will have the exclusive right to use the electric conduit rough-in and associated electrical outlet which is appurtenant to an Electric Scooter Space which has been assigned to such owner under the Parking and Storage Lease. An owner, tenant or occupant of a strata lot will not, and will not permit any visitor or invitee of the owner, tenant or occupant to, use any electrical outlet in the parking facility except for the electric conduit rough-in and associated electrical outlet which is appurtenant to an Electric Scooter Space which has been assigned to such owner under the Parking and Storage Lease.
- (9) An owner, tenant or occupant must use parking stalls only for the parking of licensed and insured motor vehicles, trailers, motorcycles or bicycles, and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the strata council.
- (10) An owner, tenant or occupant shall not:
 - (i) use any parking stall in the building or on the common property or on any limited common property, except the parking stall which has been specifically assigned to his or her strata lot, a parking stall leased by the owner or, when specifically agreed with another owner, the parking stall assigned to the strata lot of that other owner;
 - (ii) carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of emergency;
 - (iii) rent or lease the parking stall assigned by the strata corporation to his or her strata lot to, or otherwise permit that parking stall to be regularly used by, anyone that is not a resident of the building;
 - (iv) park any vehicle in a manner which will reduce the width of the garage roadway or ramp or any roadway on the common property or on any limited common property; and
 - (v) use any part of the common property (other than established storage rooms or lockers) for storage, without the written consent of the strata council.
- (11) An owner, tenant or occupant must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property.
- (12) No parking is permitted except in a designated parking stall.
- (13) No vehicles exceeding 4,000 kg. gross vehicle weight shall be parked or brought onto the common property without the consent of the strata council, except when used in delivery to, or removal from, the premises.
- (14) A certain number of the parking stalls (the "Visitor Parking Stalls") in the development are designated for use by visitors to the strata lots. The strata corporation will make available to each owner of a strata lot one overnight visitor parking pass. No owner, tenant or occupant of any strata lot will permit any visitor to such strata lot to park any vehicle within any of the Visitor Parking Stalls:

- (i) overnight unless such visitor displays the owner's overnight visitor parking pass within such vehicle; or
 - (ii) for more than seven (7) days in any thirty-day period without the express written consent of the strata council.
- (15) An owner, tenant or occupant shall not park or leave their vehicles in a Visitor Parking Stall; .
- (16) Any vehicle, which does not comply with this Bylaw, may be removed at the vehicle owner's expense.
- (17) The owner, tenant or occupant who caused or permitted the infraction of this Bylaws shall indemnify the strata corporation and save it harmless from and against all costs, expense, losses and damages caused to, or incurred by, the strata corporation, including, without limitation, towing costs and legal costs (on a solicitor-client bases).

Bylaw 38: Damage

- 38(1) An owner, tenant or occupant shall not cause damage to:
- (a) the common property, common assets or those parts of a strata lot which the strata corporation must repair, maintain and insure under these Bylaws or the Act; or
 - (b) 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.

Bylaw 39: Security

- 39(1) Strata lot owners or residents are responsible for anyone they admit onto or about the common property, inclusive of agents, servants, licensees, or invitees.
- (2) The strata council shall form a security committee to provide guidelines for the security of individual strata lots, and to establish resident based voluntary crime prevention programs such as Block Watch or Neighbourhood Watch.

Bylaw 40: Moving and Resale

- 40(1) It will be the express responsibility of the owner to ensure that all moves in or out by the owner, tenant or occupant conform to the regulations as established by the strata council from time to time.
- (2) Except in the case of advertising and marketing of strata lots by the owner-developer, any advertising for the resale or rental of a strata lot shall only be permitted within the boundaries of the strata corporation on the directory board which shall be located, supplied and maintained by the strata council.
- (3) Each owner and tenant will notify the strata corporation before moving in or out of a strata lot and will provide the strata corporation will all contact information and other information that may reasonable be required by the strata corporation, from time to time.

Bylaw 41: Terraces and Open Balconies

- 41(1) No items other than what is permitted by these Bylaws shall be placed or stored on terraces, open balconies, or rooftop decks, unless express permission by strata council has been granted.
- (2) Items which are acceptable and may be placed or stored on a terrace, open balcony or rooftop deck are:
- (a) gas or electric barbecues, provided they are kept at a minimum distance of 24 inches away from the building exterior walls, or such other minimum distance as determined by the strata council, from time to time;
 - (b) free standing propane heaters, provided they are kept at a minimum distance of 24 inches away from the building exterior walls, or such other minimum distance as determined by the strata council, from time to time;
 - (c) patio-style furniture, including table-sized umbrellas (no upholstered living room sofas, chairs, bookcases, etc.);
 - (d) planters and flower boxes, in accordance with these Bylaws.
- (3) Samples of items which are not acceptable, and may not be placed or stored on a terrace, open balcony or rooftop deck include:
- (a) freezers;
 - (b) bicycles;
 - (c) clothes lines/racks;
 - (d) storage units or items (unless with written approval has been provided by the strata council);
 - (e) sports equipment, such as skis, exercise machines, dart boards, punching bags, weights, etc.
 - (f) lighting, other than lighting which was installed as an original permanent fixture (for example, torches, patio lanterns, and Christmas lights before December 1st or after January 3rd are not permitted);
 - (g) non-sunshade blinds or free-standing trellises;
 - (h) birdfeeders and dog and/or cat houses. Animals are not to be housed on terraces, open balconies or rooftop decks;
 - (i) flooring (including cedar, carpeting, turf, grass, etc.) may not be installed on terrace, open balcony or deck surfaces in a manner that may penetrate/damage the deck membrane and create potential leakage problems;
 - (j) cleaning supplies such as mops, garbage cans and bags;
 - (k) empty boxes, cans, bottles, tires or general refuse;
 - (l) hot tubs, other than those hot tubs provided by the owner-developer; and

- (m) air conditioning units or heat pumps.

Bylaw 42: Planters on all Terraces and Open Balconies

- 42(1) Owners, tenants and occupants of the strata lots are permitted to have planters and flower boxes on their terraces or open balconies with the following instructions:
- (a) small shrubs, flowers and vegetables are permitted;
 - (b) no plantings shall be made that attach themselves to the building areas, such as ivy;
 - (c) planters and flower boxes must be on the terrace, balcony or rooftop deck, not the common area around them. All planters and flower boxes must be kept in appropriate containers on the terraces or open balconies;
 - (d) planters and flower boxes must be maintained and kept in neat and tidy appearance at all times, year-round;
 - (e) plants that are deemed to be inappropriate by the strata council must be removed at the owner's cost; and
 - (f) planters and flower boxes must be kept at least 36 inches away from safety railings.

Bylaw 43: Bicycle Storage

No person will keep a bicycle within the development other than in a bicycle rack located in the secured bicycle storage room, in a visitor bicycle rack located on the exterior of the development or in an area designated by the strata council. The strata corporation shall be responsible for administering the use of the visitor bicycle storage racks.

Bylaw 44: Shared Project Facilities

- 44(1) The development, the development located within a separate legal parcel situated adjacent to the development (the "**Dockside – Tower 2 Development**") and the development (the "**Dockside – Tower 3 Development**") located within a separate legal parcel situated adjacent to the Dockside – Tower 2 Development (such developments are, collectively, the "**Project**") share or may share certain common utility systems and common facilities (collectively, the "**Shared Project Facilities**"). In the event of a disagreement as to what constitutes, or forms part of, the "Shared Project Facilities", the determination of the owner of the Remainder (as defined in Bylaw 37(4)) will be final and binding on all parties. The owners, tenants and occupants of the strata lots will comply with the terms and conditions of any and all agreements entered into or assumed by the strata corporation in respect of structural support for, access to, and/or the shared use and enjoyment of, the Shared Project Facilities and any and all rules and regulations established by the strata council for the development, the strata council for the Dockside – Tower 2 Development and/or the owners of the Dockside – Tower 3 Development governing the structural support for, access to, and/or the use and enjoyment of, the Shared Project Facilities.
- (2) Notwithstanding anything contained herein to the contrary, the owners acknowledge and agree that the owner of the Remainder or an appointee thereof has the right at all times and from time to time to make, amend, enforce and rescind reasonable rules, regulations and security arrangements (including the use of reservation systems or pass cards and other forms of security or identification) governing,

restricting or affecting the manner and times in which the Shared Project Facilities, including, without limitation, any fitness facilities or parking areas forming part thereof, may be used or enjoyed and to take all such reasonable actions as may be necessary to enforce or prevent any breach of such rules and regulations and the owners covenant and agree to comply, and to cause their tenants, occupants, guests, permittees and invitees to comply, with such rules, regulations and security arrangements.

Bylaw 45: Cost Sharing Agreement

The owners of the strata lots acknowledge that the strata corporation is or may be a party to one or more cost sharing agreements (which may be included within one or more easements whereby the applicable shared use is permitted or contained within one or more separate instruments) pursuant to which the strata corporation is obligated to pay its proportionate share of the costs relating to the use, operation, repair and maintenance of the Shared Project Facilities that are shared by the development with the Dockside – Tower 2 Development and the Dockside – Tower 3 Development within the Project, and that the strata corporation's share of the costs under each such agreement constitutes an expense of the strata corporation which will be borne by the owners of the strata lots in proportion to the unit entitlement of their respective strata lots or as otherwise set out in the budget of the strata corporation.

Bylaw 46: Dockside Green (Victoria) Society

- 46(1) The owners, tenants and occupants of the strata lots acknowledge that the strata corporation is member of the Dockside Green (Victoria) Society (the "DGVS"), a non-profit society incorporated under predecessor legislation to the *Societies Act* (British Columbia), and agree to uphold the constitution of the DGVS and comply with the bylaws of the DGVS (the "DGVS Bylaws") and any rules and regulations adopted by the DGVS from time to time.
- (2) The strata council hereby delegates to the DGVS those powers and duties required to perform the obligations of the strata corporation with respect to those parts of the common property of the strata corporation included within the Common Roadways, the Community Utility Works and the Community Amenities (each as defined in the DGVS Bylaws).

Bylaw 47: Consents and Small Claims

- 47(1) Any consent, approval or permission given under these bylaws by the council will be revocable at any time upon reasonable notice.
- (2) Notwithstanding any provision of the Act, the strata corporation may proceed under the *Small Claims Act* (British Columbia) against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

Bylaw 48: Prohibitions

- 48(1) Smoking is prohibited everywhere on and within the development, including:
 - (a) in a strata lot;
 - (b) on the exterior common property;
 - (c) on the interior common property, including but not limited to in hallways, parking garages, electrical and mechanical rooms;

- (d) on patios and balconies;
 - (e) within 7.5 metres of a door, window or air intake; and
 - (f) on any land that is a common asset.
- (2) For the purposes of this Bylaw, "smoking" includes, without limitation, emitting, causing or permitting any smoke or fume (tobacco, cannabis or otherwise) to emanate from a cigarette, electronic cigarette, vaporizer, hookah, pipe, bong, cigar or similar device or paraphernalia.
- (3) An owner, tenant or occupant must not cause or permit any smoke or fumes from a cigarette, electronic cigarette, vaporizer, cannabis, cigar, pipe, hookah or other intentional combustion of any kind, that emanates from such resident's strata lot to enter any other strata lot or limited common property for such other strata lot.
- (4) Despite any legalization or decriminalization, cannabis production within a condominium development has the potential to cause disturbing odors, mold proliferation and/or insurability concerns. Therefore, growing cannabis plants, and/or processing or production, including sale or resale, of cannabis products is prohibited within the bounds of the strata plan.
- (5) An owner, tenant or occupant must not install or permit a water bed in his or her strata lot.
- (6) All persons, including, but not limited to, owners, tenants, occupants and visitors of strata lots strata lots, must comply with this Bylaw.

Bylaw 49: Access Control, Security and Surveillance System

- (49)(1) The strata corporation may install and operate the following systems to monitor access to the common areas of the development for the security of the residents:
- (a) access control system; and
 - (b) video surveillance system.
- (2) The strata corporation must ensure that the access control and video surveillance system are operated in a manner that complies with applicable privacy legislation in British Columbia from time to time.
- (3) The strata corporation may engage the services of a security company to provide monitoring of the property.

Bylaw 51: Insurance Claims

- (51)(1) An owner, tenant or occupant must not do, or omit to do, whether deliberately or accidentally, any act which would result in a claim being made on the insurance policy of the strata corporation.
- (2) An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property or from liability to any member of his or her family or tenant or their guests, servants, agents and invitees but only to the extent that such expense is not met by the proceeds of insurance carried by the strata corporation.

- (3) In the event that loss or damage occurs to common property, limited common property, common assets or any strata lot that gives rise to a valid claim under the strata corporation's insurance policy, the owner shall reimburse the strata corporation for the deductible portion of the insurance claim if the owner is responsible for the loss or damage that gave rise to the claim. Without restricting the generality of the foregoing, an owner is responsible for losses or damages arising as a result of:
- (a) any water escaping that owner's strata lot or any other type of damage caused by or arising out of the operation of any appliance, equipment or fixture located in that owner's strata lot including, without limitation, any:
 - 1. dishwasher;
 - 2. refrigerator with ice/water dispensing capabilities;
 - 3. washing machine;
 - 4. clothes dryers;
 - 5. toilet, sink, bathtub and/or shower;
 - 6. fish tank;
 - 7. heating fan coil;
 - 8. energy recover ventilator;
 - 9. plumbing pipes, fixtures and hoses located wholly within the strata lot an accessible to the owner; or
 - 10. any other similar type of appliance, equipment or fixture.
 - (b) any alteration or addition to the strata lot, the limited common property or the common property installed by that owner or a prior owner of that owner's strata lot; and
 - (c) any damage to property that an owner, tenant or occupant is required to repair or maintain pursuant to these Bylaws or the Act.
- (4) Where an owner, tenant, occupant or visitor does or permits anything to be done that is illegal or for any reason invalidates the strata corporation's insurance, the owner must indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement of any damage to the common property, limited common property, common assets or strata lots.
- (5) For the purpose of this bylaw, any costs for which a strata lot owner is responsible shall be considered as an expense chargeable to the owner and shall be added to and become a part of the assessment of that owner for the month next following the date on which the expense was incurred and shall become due and payable on the date of payment of the monthly assessment.
- (6) An owner who fails to pay the cost of repair or remedying the loss or damage when due shall reimburse the strata corporation and save it harmless against any and all costs and expenses required to collect such reimbursement, whether by court action or other means and including council member or management costs associated with

lost time from employment, strata management costs and legal costs, comprised of legal fees, taxes, disbursements and other related expenses, as between a solicitor and his own client or on a full indemnity basis.

Bylaw 52: Water Leak Inspection Requirement

- 52 The strata corporation or representative thereof must, at least once per year, enter each strata lot to inspect and, if necessary, maintain repair or replace, the water leak detection system installed in each strata lot by the owner-developer.

Bylaw 53: Water Leak Inspection Access

- 53 Without limiting bylaw 7, and pursuant to sections 69 and 77 of the Act, upon not less than 48 hours written notice to the owner, tenant or occupant of a strata lot (except in the case of emergency when no notice is required), an owner, tenant or occupant of a strata lot must allow a property manager for the strata corporation or representative thereof, a member of the strata council or a contractor or subcontractor of the strata corporation or its property manager, access through the strata lot, including, without limitation, access to any limited common property appurtenant to the strata lot, for the purposes of inspecting and, if necessary, maintaining, repairing or replacing, the water leak detection system installed in the strata lot by the owner-developer and carrying out any maintenance and repair necessitated by water leakage.

Bylaw 54: Compliance with Agreements

- 54 Owners, tenants and occupants must, and must cause their guests, permittees and invitees to, comply with all applicable covenants and obligations of the owners and the strata corporation set out in any agreement:
- (a) registered on title to, or affecting, their strata lot or the common property, including, without limitation, any agreement governing, restricting or affecting the manner in which the common property, common areas, and/or common facilities may be used or enjoyed; and
 - (b) entered into, or assumed by the strata corporation, affecting their strata lot or the common property, including without limitation, agreements with utility providers or utility servicing agents with respect to the construction, installation, inspection, use, removal, operation, maintenance, repair, reconstruction, reinstallation and meter reading of all utilities and related, appurtenant or ancillary devices, conduits, cables, wires, communication facilities and equipment servicing the strata lots or the common property.

Bylaw 55: Permitted Access for Utilities

- 55 Without limiting bylaw 7, and pursuant to sections 69 and 77 of the Act, upon not less than 48 hours written notice to the owner, tenant or occupant of a strata lot (except in the case of emergency when no notice is required), an owner, tenant or occupant of a strata lot must allow a property manager for the strata corporation or representative thereof, a member of the strata council or a contractor or subcontractor of the strata corporation or its property manager, access through the strata lot, including, without limitation, access to any limited common property appurtenant to the strata lot, for the purposes of constructing, installing, inspecting, using, removing, operating, maintaining, repairing, reconstructing, reinstalling and meter reading of all utilities and related, appurtenant or ancillary devices, conduits, cables, wires, communication facilities and equipment servicing the strata lots or the common property.

Bylaw 56: Utilities

- 56 Certain utilities and services, including, without limitation, thermal heat energy for space heating/cooling, electricity and domestic hot water will be billed to each strata lot based on the consumption thereof. Strata lot owners are responsible for: (i) the cost and expense of all utilities and services invoiced or billed to their respective strata lot and will pay all invoices and bills for such utilities and services as and when due; and (ii) setting up and maintaining an account for utility and service metering and measurement with such entity as the Remainder Owner may direct, from time to time. The strata corporation may fine an owner a maximum of \$200 for each contravention of this bylaw.

Bylaw 57: Exemption from Bylaws

- 57 The council may grant an exemption from the operation of a bylaw in order to accommodate a prohibited ground of discrimination in accordance with the BC Human Rights Code."

Supplied to StrataDocs 2023/12/01
Ordered by Ron Neal 2024/01/22

**SCHEDULE A
PARKING AND STORAGE LEASE**

(see attached)

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Supplied to StrataDocs 2023/12/08
Ordered by Ron Neal 2024/01/22

Ordered By: Ron Neal of RE/MAX Generation - The Neal Estate Group on 2024/01/22
Document Uploaded and Verified: 2023/12/08

PARKING STALL AND LOCKER LEASE**369 TYEE ROAD**

THIS AGREEMENT made as of July 27, 2023,

BETWEEN:

**BOSA DEVELOPMENT (DOCKSIDE PHASE 1 TOWER 1)
LIMITED PARTNERSHIP**
2920 – 320 Granville Street
Vancouver, B.C. V6H 3J7

("Landlord")

AND:

DOCKSIDE GREEN PARKING LTD.
2920 – 320 Granville Street
Vancouver, B.C. V6H 3J7

("Tenant")

WITNESSES THAT WHEREAS:

- A. Landlord is the beneficial owner of certain lands and premises located in the City of Victoria, British Columbia, and legally described as:
- Air Space Parcel 1
District Lot 119
Esquimalt District
Air Space Plan EPP127129
- (the "Lands");
- B. Landlord has agreed to lease to Tenant: (i) all of the parking stalls (the "Stalls" and individually a "Stall"), except those designated for the use of visitors and those designated as limited common property (if any); and (ii) all of the storage lockers (the "Lockers" and individually, a "Locker"), constructed or to be constructed within those portions of the Lands shown outlined in bold on the plan (the "**Parking/Storage Plan**") attached hereto as Schedule B, all on the terms and conditions set out in this Lease and with the right of Tenant to grant partial assignments of this Lease pertaining to particular Stalls or Lockers and to rent any Stalls or Lockers on an hourly, daily and/or monthly basis (the "**Rented Space**");
- C. After entering into this Lease and completing construction of a residential complex (the "**Development**") within the Lands, Landlord proposes to subdivide the Lands by means of a strata plan (the "**Strata Plan**") pursuant to the *Strata Property Act* (British Columbia).
- D. The Strata Plan will designate the Stalls and Lockers as common property for the strata lots within the Development.

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- E. Each of the parties to this Lease agrees that title to the common property (including limited common property) of the Strata Corporation will be subject to and encumbered by this Lease.

NOW THEREFORE in consideration of these premises and the sum of \$10.00 of lawful money of Canada now paid by Tenant to Landlord, the receipt and sufficiency of which is hereby acknowledged by Landlord, and in consideration of the mutual promises and agreements set forth in this Lease, the parties agree each with the other as follows:

ARTICLE 1 **GRANT AND TERM**

1.01 Grant.

Landlord hereby leases Tenant for the Term (as defined in section 1.02) all of the Stalls and Lockers.

1.02 Term.

The term (the "**Term**") of this Lease shall commence on the date first written above and terminate on the earlier of:

- (a) the date which is 999 years after the commencement date; and
- (b) the date the strata corporation (the "**Strata Corporation**") formed upon the deposit for registration of the Strata Plan in the appropriate Land Title Office is dissolved.

For the purposes of this provision, the amalgamation of the Strata Corporation with another strata corporation will not be considered a dissolution of the Strata Corporation.

1.03 Rent.

The parties to this Lease acknowledge that, subject to section 1.05, the sum of \$10.00 now paid by Tenant to Landlord will be the only payment required to be paid to Landlord by Tenant, any assignee of a partial assignment under this Lease, or any user of a particular Rented Space on an hourly, daily or monthly basis, as the case may be, for the use and enjoyment of a Rented Space. For greater certainty, the Tenant reserves the right to charge rent for the use of Rented Space on an hourly, daily and/or monthly basis.

1.04 Licence.

The Landlord agrees that the Tenant and any assignee (including an assignee of a partial assignment under this Lease in respect of any Stalls or Lockers) may at all times, in common with the Landlord and all other persons now or hereafter having the express or implied permission of the Landlord or having a similar right, enter upon and pass over any part of the Lands designated as roadways, stairways, elevators or walkways for the purpose of obtaining access to or egress from the parking facility or a particular Stall or Locker, provided that the operation of vehicles will be restricted to roadways and access by foot will be restricted to pedestrian walkways, roadways, stairs and elevators. The Landlord will at all times provide the Tenant, in its capacity as the tenant of the parking facility and any assignee (including an assignee of a partial assignment under this Lease in respect of any Stalls and Lockers), with

means of access to any security devices as necessary to enable the Tenant and subsequent assignees to use and enjoy the parking facility.

1.05 Acknowledgement.

Landlord and Tenant acknowledge and agree that, notwithstanding any other provision of this Lease:

- (a) Landlord has previously entered into, and may subsequently enter into, agreements with the purchasers of strata lots within the Development whereby Landlord agreed, or will agree, to provide one or more Stall and/or Locker to such purchasers in exchange for the payment of certain amounts agreed to by Landlord and such purchasers, and that such amounts will be paid to, and be the absolute property of, Landlord; and
- (b) Tenant will, as and when directed to do so by Landlord, grant partial assignments of this Lease, in respect of such Stalls and/or Lockers as may be designated by Landlord, to the purchasers of strata lots within the Development in exchange for the payment of certain amounts agreed to by Landlord and such purchasers, and that such amounts will be paid to, and be the absolute property of, Landlord.

ARTICLE 2 SUBDIVISION BY STRATA PLAN

2.01 Strata Plan/Assumption by Strata Corporation.

This Lease and the covenants and obligations of the Landlord under this Lease run with and bind the Lands and, upon the subdivision of the Lands by means of the Strata Plan, such covenants and obligations will continue to run with and bind each subdivided parcel forming part of the Development which contains those portions of the Lands shown on the Parking/Storage Plan.

Upon the deposit of the Strata Plan in the Land Title Office, Landlord will cause the Strata Corporation to enter into an agreement in a form reasonably required by Landlord pursuant to which Landlord will assign to the Strata Corporation all of its right, title and benefit hereunder, and the Strata Corporation will assume all of the covenants and obligations of Landlord under this Lease, as the representative of the owners of strata lots in the Development, and which will provide that, upon execution thereof, Landlord will be absolutely released from any obligations or liabilities hereunder and no longer entitled to the benefit of any rights hereunder.

2.02 Common Property.

This Lease is intended to apply only to a portion of the common property (including limited common property) which will be created upon the deposit for registration of the Strata Plan and not at any time to burden the title to any individual strata lot. Both of the parties to this Lease agree that title to the common property of the Strata Corporation will be subject to and encumbered by this Lease.

ARTICLE 3
MAINTENANCE AND ENCUMBRANCES

3.01 Maintenance.

Landlord confirms that until the deposit for registration of the Stall and Locker shall be solely responsible for the control, management and administration of the Stall and Locker but thereafter, pursuant to section 2.01 of this Lease, the Strata Corporation will assume full responsibility for the control, management, administration, maintenance and repair of the Stalls, and Lockers as common property and/or limited common property in accordance with the provisions of the *Strata Property Act* (British Columbia) and the bylaws of the Strata Corporation, as the case may be, and may pass bylaws or make rules and regulations with respect to the Stalls and Lockers as long as such bylaws, rules or regulations do not materially interfere with the rights of Tenant or any subsequent assignee under this Lease and apply equally to Tenant and all assignees hereunder (including the right of the Tenant to partially assign this Lease as it relates to particular Stalls and/or Lockers and to rent the Stalls and/or Lockers on an hourly, daily and/or monthly basis).

3.02 Alterations.

Tenant, its successors and permitted assigns, are not entitled to alter, or to perform any repairs of any sort whatsoever to, the Stalls or Lockers. Any such alterations or repairs are the sole responsibility of Landlord prior to the registration of the Strata Plan, and thereafter of the Strata Corporation, as the case may be.

3.03 Subordination.

Tenant agrees to subordinate its interest pursuant to this Lease to any financial encumbrance registered by Landlord against the Lands.

3.04 No Right to Encumber.

Neither Tenant nor any subsequent assignee under this Lease shall mortgage, charge, pledge or otherwise grant their interest in any Stall or Locker as security to any person.

ARTICLE 4
ASSIGNMENT

4.01 Partial Assignments.

Tenant may partially assign this Lease and its rights under this Lease pertaining to one or more particular Stalls and/or Lockers to a purchaser of a strata lot within the Development, to Tenant if the assignor is a person other than Tenant, to the Strata Corporation, or to any other person. Any such assignment will be for such consideration as the assignor or the assignee may determine, which consideration may be retained by the assignor for its own benefit. Any partial assignment by Tenant, or by any subsequent assignee, of this Lease and its rights under this Lease pertaining to a particular Stall or Locker:

- (a) subject to section 4.04, will be absolute, and the assignee and its guests, lessees, successors and permitted assigns will be entitled to the use and enjoyment of the Stall and/or Locker so assigned for the balance of the Term;

- (b) will, if made to a member, or to a person who is entitled to become a member, of the Strata Corporation:
 - (i) be an assignment of rights to which such assignee or subtenant will only be entitled for so long as such assignee or subtenant owns a strata lot within the Development; and
 - (ii) may only be assigned or sublet to an owner or purchaser of a strata lot within the Development or to the Strata Corporation or back to the Tenant; and
- (c) will not be effective until written notice of such assignment (together with a copy of such assignment if available) is delivered by the assignee to the Strata Corporation, subject to section 4.02 of this Lease.

4.02 Automatic Assignment.

If a holder of an interest in a Stall and/or Locker transfers all of his or her interest in a strata lot within the Development to which such Stall and/or Locker is at such time appurtenant as shown on the register maintained under section 4.08 without concurrently executing an assignment of such Stall and/or Locker to another owner or purchaser of a strata lot within the Development, then the interest of such holder (including Tenant) in such Stall and/or Locker will be deemed to have been automatically assigned to and assumed by the purchaser of such strata lot without execution of a partial assignment of this Lease with respect to such Stall and/or Locker or delivery of notice of such partial assignment to the Strata Corporation.

4.03 Exchanges and Transfers.

- (a) A holder of an interest (the "**First Owner**" in this subsection) in a Stall and/or Locker (the "**First Space**" in this subsection) may exchange his or her interest in the First Space with the holder (including Tenant) of an interest (the "**Second Owner**" in this subsection) in a different Stall and/or Locker (the "**Second Space**" in this subsection) for such consideration as the First Owner and the Second Owner may agree. Such an exchange will be accomplished by the First Owner partially assigning this Lease to the Second Owner in respect of the First Space, and the Second Owner partially assigning this Lease to the First Owner in respect of the Second Space. The First Owner and the Second Owner will each execute a partial assignment of this Lease in favour of the other substantially in the form attached hereto as Schedule A. The exchange will be on the terms set out in subsections 4.01(a), (b) and (c) and will not be effective until written notice of each assignment (together with a copy of each assignment) is delivered to the Strata Corporation. For greater certainty, section 4.02 will not apply to exchanges under this subsection 4.03(a).
- (b) A holder of an interest (the "**First Owner**" in this subsection) in a Stall and/or Locker may transfer his or her interest in such Stall/Locker to an owner of a strata lot within the Development, Tenant, or the Strata Corporation (the "**Second Owner**" in this subsection) for such consideration as the First Owner may in his or her discretion determine. Such a transfer will be accomplished by the First Owner partially assigning this Lease to the Second Owner and, in connection therewith, the First Owner will execute a partial assignment in favour of the Second Owner substantially in the form attached hereto as Schedule A. The transfer will be on the terms set out in subsections 4.01(a), (b) and (c). For

greater certainty, section 4.02 will not apply to transfers under this subsection 4.03(b).

4.04 **Disabled Stalls Reallocation.**

Notwithstanding anything to the contrary contained in this Lease, if a holder of an interest (the "Disabled Stall Owner") in a Stall (a "Disabled Stall") constructed to meet the standards established by the City of Victoria for accessible parking stalls for persons with physical disabilities, or his or her spouse or dependent child who resides in the Disabled Stall Owner's strata lot in the Development is not disabled, then the Strata Corporation may require that the Disabled Stall Owner exchange his or her interest in the Disabled Stall with a holder of an interest (the "Disabled Owner") in a Stall that is not a Disabled Stall (a "Standard Stall") for no consideration, if that Disabled Owner or his or her spouse or dependent child is disabled and resides in the Disabled Owner's strata lot in the Development. Such an exchange will be accomplished by the Disabled Stall Owner partially assigning this Lease to the Disabled Owner in respect of the Disabled Stall, and the Disabled Owner partially assigning this Lease to the Disabled Stall Owner in respect of the Standard Stall. The Disabled Stall Owner and the Disabled Owner will each execute a partial assignment of this Lease in favour of the other substantially in the form attached hereto as Schedule A, and the Strata Corporation is hereby granted a power of attorney to execute such partial assignment on behalf of the Disabled Stall Owner to effect such transfer. The exchange will be on the terms set out in subsections 4.01(a) to (c).

4.05 **Consents.**

The consent of the Strata Corporation will not be required for any partial assignment of this Lease. The Strata Corporation will not interfere with or attempt to interrupt or terminate the rights of an assignee under any such assignment except as expressly agreed by such assignee.

4.06 **Form of Partial Assignments.**

Subject to section 4.02, all partial assignments of this Lease shall be substantially in the form attached hereto as Schedule A, including without limitation, all partial assignments of this Lease in respect of the Disabled Stalls.

4.07 **Release of Assignors.**

Upon the partial assignment (including an automatic assignment pursuant to section 4.02) of this Lease pertaining to a particular Stall and/or Locker, Tenant and any subsequent assignor of an interest in such Stall and/or Locker will be automatically and absolutely released from any obligations or liabilities under this Lease pertaining to such Stall and/or Locker.

4.08 **Register of Partial Assignments.**

Landlord, and after the registration of the Strata Plan, the Strata Corporation will maintain a register of all Stalls or Lockers and will record on such register each partial assignment of this Lease, indicating:

- (a) the number of the Stall and/or Locker assigned;
- (b) the date of assignment;
- (c) the name and address of the assignee; and

- (d) the number of the strata lot within the Development owned by the assignee to which such Stall and/or Locker is at the time appurtenant, unless the assignee is the Strata Corporation or Tenant in which event the Stall and/or Locker need not be appurtenant to a strata lot.

Upon request by any owner or prospective purchaser of a strata lot within the Development, the Strata Corporation will provide a certificate, within seven days after receipt of such request, certifying the name and address of the owner to whom a particular Stall and/or Locker is assigned and the number of the strata lot within the Development to which such Stall is at the time appurtenant. The Strata Corporation may require a fee of not more than \$10.00, or a greater amount reasonably prescribed by the bylaws of the Strata Corporation, from the person requesting such certificate. Upon the Strata Corporation becoming aware of a partial assignment pertaining to a particular Stall and/or Locker under section 4.01, 4.02, 4.03 or 4.04 the Strata Corporation will amend the register accordingly.

4.09 Assignment by Tenant.

Upon the deposit of the Strata Plan in the applicable land title office and the assumption of this lease by the Strata Corporation, Tenant may assign all, but not less than all, of its rights under this lease to the Landlord, as tenant, without the consent of the Strata Corporation, provided that Landlord assumes, in writing, all of the covenants and obligation of Tenant under this Lease and, upon execution thereof, the Tenant will be absolutely released from any obligations or liabilities hereunder and no longer entitled to the benefit of any rights hereunder.

ARTICLE 5
MISCELLANEOUS

5.01 No Registration.

Neither this Lease nor any partial assignment hereof shall be registered by any party in any land title office.

5.02 Severability.

If any provision or a portion of a provision of this Lease is found to be illegal or unenforceable, then such provision or portion will be severed from this Lease and this Lease will be deemed to be so amended, and this Lease will continue in full force and effect subject only to such amendment.

5.03 Definitions.

Any term defined in the recitals to this Lease will have the same meaning throughout this Lease unless otherwise redefined.

5.04 Meaning of "Person".

In this Lease, "person" means an individual, corporation, body corporate or unincorporated organization or any trustee, executor, administrator or other legal representative.

5.05 Enurement.

This Lease shall enure to the benefit of and be binding upon each of the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed this Lease by their respective authorized officers.

**BOSA DEVELOPMENT (DOCKSIDE PHASE 1
TOWER 1) LIMITED PARTNERSHIP** by its
general partner, **BOSA DEVELOPMENT
(DOCKSIDE PHASE 1 TOWER 1) GP LTD.**

Per: 
Authorized Signatory

DOCKSIDE GREEN PARKING LTD.

Per: 
Authorized Signatory

Supplied to StrataDocs 2023/12/08
Ordered by Ron Neal 2024/01/22

Ordered By: Ron Neal of RE/MAX Generation - The Neal Estate Group on 2024/01/22
Document Uploaded and Verified: 2023/12/08

SCHEDULE A**PARKING STALL AND LOCKER LEASE ASSIGNMENT****BETWEEN:** _____

(the "Assignor")

AND: _____

(the "Assignee")

RE: Parking Stall(s) No(s). _____ and/or Disabled Stall No.(s) _____
 (the Disabled Stall and the Parking Stall(s) are collectively referred to herein as
 the "Stall(s)") and/or storage locker(s) No(s). _____ (the "Locker(s)"), as
 shown on the plan attached to the parking stall and locker lease (the "Lease")
 dated July 27, 2023 made between Bosa Development (Dockside Phase 1
 Tower 1) Limited Partnership, as lessor, and Dockside Green Parking Ltd., as
 lessee, as subsequently assigned

WHEREAS the Assignor is the lessee of the Stall(s) and/or Locker(s) and the Assignee is one
 of the following: (a) The Owners, Strata Plan EPS9197 (the "Strata Corporation"); (b) Bosa
 Development (Dockside Phase 1 Tower 1) Limited Partnership or Dockside Green Parking Ltd.
 (as the case may be, the "Tenant"); or (c) the registered owner or purchaser of Strata
 Lot _____ (Suite No. _____) (the "Strata Lot") in the Development (as defined in
 the Lease).

In consideration of the covenants and agreements set forth in this Assignment, the parties agree
 with each other as follows:

1. Assignment.

The Assignor hereby assigns to the Assignee its partial interest in the Lease pertaining to the
 exclusive right to lease the Stall(s) and/or Locker(s), and including the right of access set out in
 section 1.04 of the Lease, for the balance of the Term (as defined in the Lease). Subject to
 section 4.02 of the Lease, this Assignment will not be effective until the Assignee has given a
 copy of this Assignment to the Strata Corporation.

2. Assignment Contingent Upon Strata Lot Ownership.

Unless the Assignee is the Strata Corporation, the Tenant, the Assignee, its successors,
 permitted assigns, heirs, executors or administrators will only be entitled to the rights with

respect to the Stall(s) and/or Locker(s) for as long as the Assignee owns the Strata Lot and, accordingly, following the sale of such Strata Lot by the Assignee, the Assignee and its successors, permitted assigns, heirs, executors and administrators will no longer have any right to use, sell, rent or assign the Stall or Locker.

3. Compliance.

The Assignee agrees to use and deal with the Stall(s) and/or Locker(s) in accordance with the Lease and with the bylaws, rules and regulations of the Strata Corporation, but only to the extent such bylaws, rules and regulations do not materially interfere with the Assignee's rights under the Lease and this Assignment.

4. Sale or Disposition.

The Assignee may only assign its rights under this Assignment, and may only allow anyone else to use the Stall(s) and/or Locker(s), in accordance with the Lease.

5. Acknowledgement.

The Assignee acknowledges having received a copy of the Lease and agrees to be fully bound by its terms.

6. Enurement.

This Assignment will enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

7. Capitalized Terms.

Each capitalized term used herein which is defined in the Lease and not otherwise defined herein will have the meaning given to it in the Lease.

8. Counterparts.

This Assignment may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, taken together, will be deemed to constitute one and the same instrument.

9. Electronic Delivery.

Delivery of an executed copy of this Assignment by any party by electronic transmission (including fax or e-mail) will be as effective as personal delivery of an originally executed copy of this Assignment by such party.

The parties have executed this Assignment effective as of the _____ day of _____, 202____.

Assignor

Assignee

Supplied to StrataDocs 2023/12/08
Ordered by Ron Neal 2024/01/22

SCHEDULE B

PARKING/STORAGE PLAN

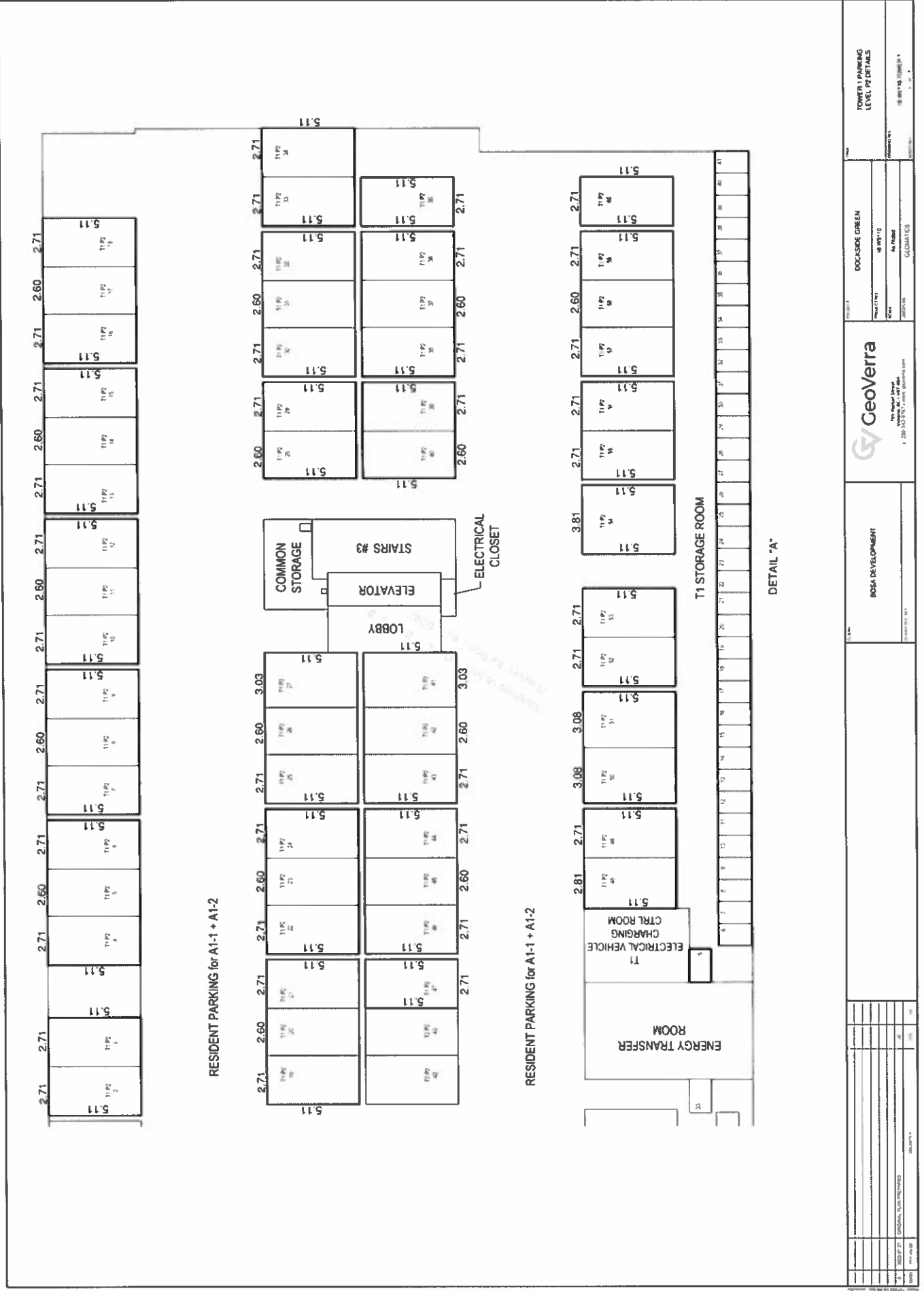
[PLAN TO BE ATTACHED BEFORE COMMENCEMENT DATE]

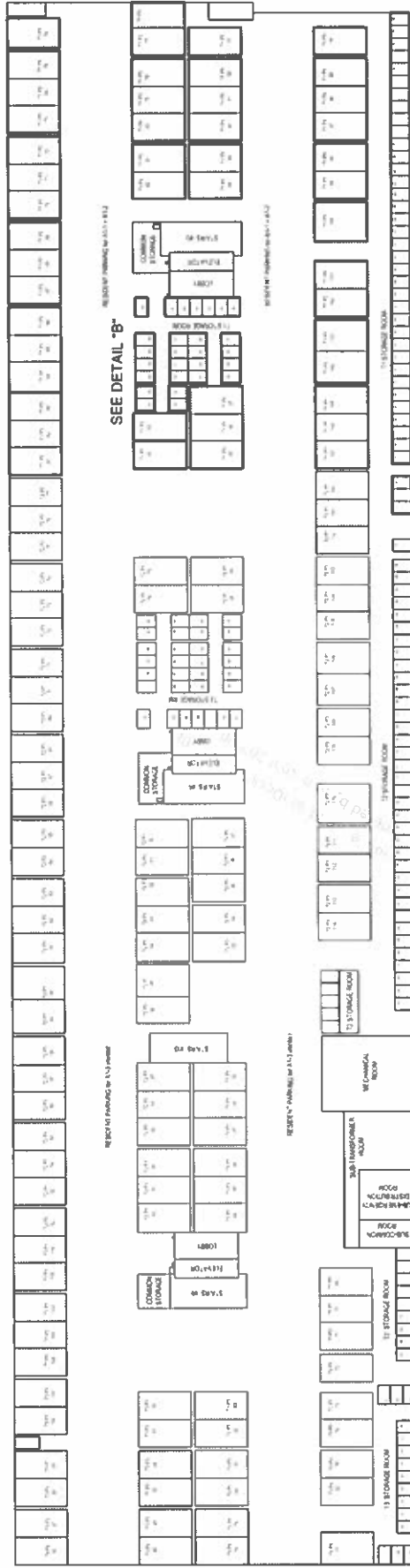
Supplied to StrataDocs 2023/12/08
Ordered by Ron Neal 2024/01/22

Ordered By: Ron Neal of RE/MAX Generation - The Neal Estate Group on 2024/01/22
Document Uploaded and Verified: 2023/12/08

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DETAIL "C"

[illegible]

**TOWER 1 PARKING
LEVEL PD DETAILS**