

VICTORIA LAND TITLE OFFICE

Dec-24-2014 11:58:27.001

CA4156424

STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 4 PAGES

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Lisa Stevenson
HU2GX6

Digitally signed by Lisa Stevenson
HU2GX6
DN: o=CA, cn=Lisa Stevenson
HU2GX6, o=Notary, ou=Verify ID at
www.juricert.com/LKUP.cfm?
id=HU2GX6
Date: 2014.12.24 11:34:58 -08'00'

Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

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

THE OWNERS, STRATA PLAN EPS 988

c/o Pemberton Holmes Ltd
150-805 Cloverdale Avenue
Victoria

BC V8X 2S9

250-405-6268

Contact: Mercedes Silva

Document Fees: \$25.37

Deduct LTSA Fees? Yes

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

Form-I Amendment to Bylaws

LTO Document Reference: **EPS988**

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

NO PID NMBR COMMON PROPERTY, STRATA PLAN EPS988

Related Plan Number: **EPS988**

Supplied to StrataDocs on 2015/12/21
Ordered by Ron Neal on 2014/10/06

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Ordered By: Ron Neal of RE/MAX Alliance on Jun 06, 2019
Uploaded: Dec 08, 2015 Verified: Dec 08, 2015

Strata Property Act
FORM I
AMENDMENT TO BYLAWS
(Section 128)

The Owners, Strata Plan EPS 988 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the Strata Property Act at an annual or special general meeting held on November 5, 2014

Division 1; Section 3 – Use of Property

- (8) *An Owner, Tenant, Occupant or Visitor must comply with the following conditions in order to keep allowed pets on strata property:*
- (a) *An Owner, tenant or Occupant whose guest or invitee brings an animal or pet on the common property shall ensure that the guest or invitee complies with the requirements of these bylaws as they relate to animals and shall perform all the duties and obligations with respect to that animal or pet as set out in these bylaws.*
 - (b) *No Owner, Tenant or Occupant shall permit its pet to interfere with any other person, pet or object, or permit its pet to disturb any other owner, tenant or occupant with uncontrolled barking or howling.*
- (9) *Bicycles, strollers, and carts must not be left unattended or stored in hallways or stairwells. Bicycles must be carried over carpeted and tiled areas. No bicycles may be kept on balconies or patios; instead they shall be stored within the designated areas. The Strata Corporation is not responsible for lost, stolen, or damaged property.*
- (10) **Building Security**
- Owners, Tenants, Occupants or Visitors must not give any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any newspaper delivery carrier, or any person other than an employee, contractor, occupant or visitor of a strata lot or common property permitted by these bylaws. An owner, tenant, occupant or visitor must not leave any building key or building entrance and/or garage fob in a vehicle parked on common property whether in the underground garage area or surface parking area. The owner shall be responsible for the replacement and deactivation cost for lost or stolen fobs.*

(11) Garbage and Recycling

- a) Household garbage must be properly bagged and securely fastened and placed in the garbage containers in the garbage shed. No loose wet garbage to be placed in garbage containers.
- b) No unwanted furniture, electronic equipment etc is to be left in/around the garbage room. An owner may be charged for removal.
- c) Pet waste collected must be properly bagged and disposed into the garbage containers.

Division 1 – Duties of Owners, Tenants, Occupants and Visitors. Section 5 – Obtain Approval before Altering a Strata Lot;

5 (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following;

(d) doors, windows and skylights on the exterior of a building or that front on the common property. Window coverings that are visible from the exterior must conform with the color scheme of the original window coverings installed by the developer and kept in good repair. Altering the window coverings, including reflective coating on the windows requires written approval from the strata council prior to the alteration. To maintain the unified overall appearance of the development no flags, or other such items may be used as window coverings.

Small Claims Actions

Notwithstanding the terms and conditions of the Strata Property Act, the strata council with a unanimous vote may commence and proceed with a small claims action against an owner without the necessity of first obtaining the consent of the owners by a $\frac{3}{4}$ vote except under the circumstance where the action is against a strata council member.

Division 8 – Move in Procedure

31. (5) The move in fee is applicable for each change of occupancy including change of owner and/or tenant

(6) All move in or outs of the building must be between the hours of 8am and 8pm.

Division 4 – Enforcement of Bylaws and Rules

Maximum Fine

23. The strata corporation may fine an owner or tenant a maximum of

(a) \$500 for each contravention of a bylaw, and

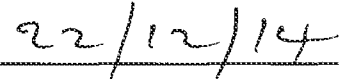
(b) \$250 for each contravention of a rule

Legal Costs

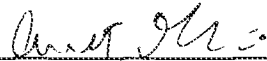
25. The owners with outstanding strata fees, charge backs, strata insurance deductibles, fines, costs of remedying a bylaw contravention shall be solely responsible for the costs associated with any action undertaken by the strata corporation to collect the outstanding amounts including the cost of filing a lien against the strata lot, without restricting the generality of the foregoing, all legal costs on a solicitor and own clients basis.



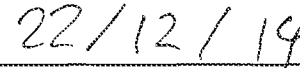
Council Member's signature



Date



Second Council Member's signature



Date

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VICTORIA LAND TITLE OFFICE

Oct-21-2013 10:19:22.001

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STRATA PROPERTY ACT FILING
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PAGE 1 OF 3 PAGES

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John Stuart Waldie E8PDBT	Digitally signed by John Stuart Waldie
	E8PDBT
	DN: c=CA, cn=John Stuart Waldie
	E8PDBT, o=Lawyer, ou=Verify ID at
	www.juricert.com/LKUP.cfm?
	id=E8PDBT
	Date: 2013.10.19 13:18:05 -0700

Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

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

THE OWNERS, STRATA PLAN EPS 988

c/o Pemberton Holmes Ltd
150-805 Cloverdale Avenue
Victoria

BC V8X 2S9

Contact: Kym Griffin

Phone: 250-405-6268

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: **EPS988**

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

NO PID NMBR COMMON PROPERTY, STRATA PLAN EPS988

Related Plan Number: **EPS988**

Supplied to StrataDocs on 2015/12/08
Ordered by Ron Neal on 2015/10/06

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Ordered By: Ron Neal of RE/MAX Alliance on Jun 06, 2019
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Strata Property Act

FORM I
AMENDMENT TO BYLAWS
(Section 128)

The Owners, Strata Plan EP5 988 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the Strata Property Act at an annual or special general meeting held on September 11th, 2013

Division 1; Section 1 - Duties of Owners, Tenants, Occupants and Visitors of the strata


- (2) No owner may vote at any general meeting if strata fees or special levies on his/her strata lot are in arrears.
- (3) A \$30.00 service fee will be charged against the strata lot owners for late payment of strata fees or special levies.
- (4) A \$35.00 NSF service fee will be assessed against the strata lot owners for dishonoured cheque or preauthorized debit payments submitted to the Strata Corporation.
- (5) Payments received from strata lot owners will be first applied toward outstanding fees, charge backs, strata insurance deductibles, fines, costs of remedying a bylaw contravention then toward strata fees.

Division 1; Section 3 – Use of Property

- 3. (5) Once outside the building and whilst on Common Property, the Owner, resident or tenant must keep pets (cats / dogs) on a leash. The owner shall forthwith remove any excrement of such dog or cat immediately. Animal owners are to ensure that there is no accumulation of animal waste on the common property and if there is, you will be ordered to clean this up immediately and may also receive a fine.
- (6) A pet must not cause a nuisance to any resident.
- (7) If the Strata Council receives a complaint about a pet, a bylaw enforcement hearing will be held in accordance with the provisions of the Strata Property Act. At the end of the hearing the Strata Council may take no action, assess a fine on the strata lot owner, require the person to pay the costs of remedying the contravention, or order the immediate removal of the pet from the strata property in which case the pet will be immediately removed. The owner of the pet will be advised about the outcome of the hearing in writing within 14 days.

Division 8 – Move in Procedure. Section 31 to read as follows:

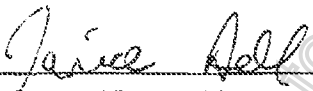
- 31. (1) The Owner of a strata lot must pay a non-refundable move in fee of fifty (\$50) dollars, due and payable on the first (1st) day of the month of the move-in.
- (2) Owners, tenants and occupants must use elevator pads and the elevator key for all moves, furniture deliveries and pick – ups.
- (3) The owner of the strata lot must notify the strata management company of the day and time for all moves, seven (7) days prior to the anticipated move.
- (4) Owners, tenants and occupants will be responsible for any damage to the strata property as a result of the move-in/move-out.



 Signature of Strata President – David Finlay

10 Oct 13

 Date



 Signature of Strata Vice President – Janice Bell

Oct 10, 2013

 Date

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VICTORIA LAND TITLE OFFICE

Oct-31-2012 14:21:40.009

CA2848242

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PAGE 1 OF 6 PAGES

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Robert James Maguire U1CCPB	<small>Digitally signed by Robert James Maguire U1CCPB DN: o=CA, cn=Robert James Maguire U1CCPB, o=Lawyer, ou=Verify ID at www.juricert.com/LKUP.cfm? id=U1CCPB Date: 2012.10.31 14:20:07 -07'00'</small>
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1. CONTACT: (Name, address, phone number)

Maguire & Company
1727 Jefferson Avenue

250-370-0300
File No.: 056/11
Y - Different By-laws

Victoria BC V8N 2B3

Document Fees: \$23.90

Deduct LTSA Fees? Yes

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

Form-Y Owners Developers' Notice of Different Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

NO PID NMBR EPS988

Related Plan Number: **EPS988**

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Strata Property Act

Form Y

OWNER DEVELOPERS' NOTICE OF DIFFERENT BYLAWS

Re: Strata Plan EPS988 being a strata plan of

Lot A, Section 11, Esquimalt District, Plan EPP12175

The following attached bylaws differ from the Standard Bylaws in the *Strata Property Act*, as permitted by section 120 of the Act

Note: Headings are for convenient reference only.

Parking

1. **Bylaw 8.1** is added to read as follows:

- (1) No person may park a vehicle anywhere other than in a designated parking area.
- (2) No owner may keep or permit to be kept on any common property, except within the underground parking,
 - A) any boat or trailer, or
 - B) any vehicle greater than 8 feet in height, 18 feet, 6 inches in length or 6 feet, 9 inches in width.
- (3) Notwithstanding (4), a recreational vehicle may be parked in a parking area for up to 24 hours for loading or unloading of the vehicle so long as it does not obstruct other people using the parking area.
- (4) All vehicles at the strata corporation must display either a current vehicle license or proof of current liability insurance for the vehicle displayed on a left side window of the vehicle.
- (5) No part of the common property, including the parking areas, may be used for making vehicle repairs or adjustments.
- (6) No person other than a resident may occupy any of the parking areas of the strata corporation except a parking area specifically designated by the strata corporation for visitors, and no person has any right to assign, transfer or in any way grant to a non-resident a right to use any parking area. The only exception to this is that an occupant

of a strata lot may permit a guest to the strata lot to occupy the parking spot assigned to the strata lot while the guest is visiting at the strata corporation.

(7) Despite subsection (6), for so long as the Strata Corporation is obligated to provide a parking stall for a vehicle to be used by the Victoria Car Share Cooperative (see Bylaw 31 as well), one parking stall that is common property (but not limited common property) shall be designated by the Strata Corporation exclusively for the parking of said vehicle and said parking stall shall not be used for any other purpose.

Storage

2. **Bylaw 8.2** is added to read as follows:

Where storage lockers have been created on common property for the storage of goods of the owners, the strata council may assign exclusive use of a storage locker to an owner pursuant to section 72 of the Act in priority according to the time of application by an owner for use of the storage locker. Every owner is entitled to one storage locker. No owner has any right to assign, sublet or otherwise transfer this right of use whether concurrent with the sale of the owner's strata lot or otherwise. Upon sale of a strata unit, any storage locker assigned to the selling owner(s) is deemed unassigned as of the date of completion of the sale and as such may be reassigned by the strata council. The strata corporation shall have no liability for loss or damage to any goods stored on common property.

Owner Maintains Limited Common Property and Strata Lot

3. **Bylaw 8** is amended by removing subsections (c)(ii)(C), (D) and (E) and (d) and adding a new subsection (d) as follows:

(d) that part of the strata lot, if any, that is part of the roof or exterior walls of each building in the strata corporation or a common wall between two strata lots but specifically excluding any glass panes or door panels in any windows or doors, which will in all cases be the responsibility of the owner to repair, maintain and replace.

Marketing Activities by Owner Developer

4. **Bylaw 30** is amended by adding subsections (c) and (d) as follows:

(c) At the reasonable discretion of the owner developer, it may use the common property to conduct the sale or lease of strata lots in the strata plan for up to 24 months from the date of first occupancy of a strata lot in the strata corporation.

(d) No signs advertising or related to the sale of a strata lot may be displayed in the windows or on balconies or patios of strata lot. Such signs may only be displayed in an

area so designated from time to time by the strata council, acting reasonably. This subsection (d) does not apply to the owner developer.

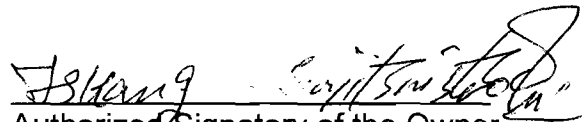
Victoria Car Share Cooperative

5. A new Bylaw 31 is added to read as follows:
1. The Strata Corporation has entered into an Agreement with Victoria Car Share Co-operative (VCSC) whereby VCSC has issued four shares for the benefit of the current Owner of each Strata Lot in the Strata Corporation (the "Agreement").
 2. Each Owner or Owners of a Strata Lot is entitled to four shares of the VCSC without payment. If there is more than one Owner of a strata lot, the shares will be held jointly.
 3. Tenants of an Owner or Owners of a strata lot may make use of vehicles provided by the VCSC pursuant to the Agreement (the "Vehicles") as if the Tenant were a member of the VCSC, subject to the limitations set out herein. In order for a Tenant to make use of the Vehicles:
 - a) The Owner(s) must provide written notice to the VCSC of the name of the tenant or tenants that are to exercise the benefits of VCSC membership;
 - b) The Owner must provide contact information for the tenant;
 - c) The Tenant must provide any information required by the VCSC regarding the tenant in order for the VCSC to determine if the Tenant qualifies to exercise the rights and benefits of membership as provided herein and by the Rules and policies of the VCSC.
 4. An Owner or Owners will immediately inform the VCSC in writing when a tenant who applied to use a vehicle under Bylaw 3 above has ceased to be a tenant of the Owner(s).
 5. An Owner(s) shall not make use of the Vehicles where the Owner has provided notice to the VCSC that a Tenant will make use of Vehicles as provided by Bylaw 3(a) herein
 6. Each Owner entitled to a share in the VCSC may only exercise the rights and benefits of shareholding if the person or persons would otherwise qualify and /or meet the requirements for those rights and benefits as they are from time to time.
 7. Each Tenant may only exercise the rights and benefits of membership if the Tenant would otherwise qualify and /or meet the requirements for those rights and benefits as they are from time to time.

8. If at anytime an owner or Tenant does not meet the criteria for the rights and benefits of membership, then the Owner or Tenant may not exercise any VCSC membership rights and benefits until such time that the Owner or Tenant may again qualify for the rights and benefits under the criteria set by the VCSC.
9. Each shareholder or joint shareholder may exercise all rights and remedies available to shareholders of the VCSC, including voting rights, subject to the Rules of the VCSC.
10. Tenants are not entitled to a share in the VCSC, nor are they entitled to vote the Owners shares unless the Owner(s) provide the appropriate proxy, if proxy voting is allowed under the Rules of the VCSC.
11. Except as provided under this bylaw, the benefits of VCSC membership may only be exercised by the Owners of the shares and may not under any circumstances be assigned, transferred or sold by the shareholder(s) except as provided herein.
12. A share in the VCSC attaches to the strata lot and belongs to the current Owner of the strata lot and the Owner(s) agree that any sale by the Owner(s) of the Strata Lot will also include, as a benefit of that sale, a transfer of the share in the VCSC to the new Owner.
13. Upon entering into a binding agreement for the sale of a strata lot, an Owner will forthwith notify the VCSC of the impending sale and notify the VCSC of:
 - a) The proposed completion date; and
 - b) The name(s) of the proposed purchaser.
14. Unless otherwise advised, VCSC will cancel the Vendor/Owners share on the completion of sale date and issue a new share to the new owner of the strata lot.
15. No Owner is entitled to compensation or a refund of share purchase price upon the transfer of a share as provided herein.
16. No Owner may demand or otherwise require VCSC to refund or redeem the share issued by VCSC.
17. No Owner may withdraw from membership in the VCSC.
18. Upon the destruction of the Strata Lot, and if there is a decision not to rebuild the Strata Lot, then the share and share purchase price of the Owner is absolutely forfeited to the VCSC without right of compensation of any kind.

- 19. If this bylaw is repealed or replaced, then the share and share purchase price of each of the shares of the Owner is absolutely forfeited to the VCSC without right of compensation of any kind.

Date: Oct 18, 2012


Authorized Signatory of the Owner
Developer

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