



GYM RULES

Strata Plan EPS5843

- Use equipment at your own risk.
- Management is not responsible for any injuries you may suffer.
- Use equipment properly and follow any directions carefully.
- Proper attire must be worn, including shirts and sneakers.
- Consult your physician before using any equipment.
- No food, smoking, alcoholic beverages, or glass containers permitted.
- No pets permitted in fitness area.
- No children under 18 permitted.
- Report damaged or dangerous equipment to Management immediately.

**Thank you,
Management**

PROLINE MANAGEMENT LTD.

201 – 20 Burnside Road West, Victoria, BC V9A 1B3 | T: 250.475.6440 F: 250.475.6442

Westshore: 250.915.8888 | Nanaimo: 250.754.6440 | Courtenay: 250.338.6900 | www.prolinemanagement.com

VICTORIA LAND TITLE OFFICE

Oct-29-2018 13:41:38.011

CA7156313

STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 5 PAGES

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

| | |
|--|--|
| Neil Robert Alexander Davie S9WQPA | Digitally signed by Neil Robert Alexander Davie S9WQPA Date: 2018.10.29 13:21:30 -07'00' |
|--|--|

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)

NORTON ROSE FULBRIGHT CANADA LLP

Barristers and Solicitors

1800 - 510 West Georgia Street

Vancouver

BC V6B 0M3

Tel: 604.687.6575

File No.: 18-3175

Document No.: 123098956

Document Fees: \$28.63

Deduct LTSA Fees? Yes

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

Form-Y Owners Developers' Notice of Different Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

025-563-483

LOT 5 DISTRICT LOT 119 ESQUIMALT DISTRICT PLAN VIP74716

Supplied to StrataDocs on 2018/10/29
Ordered by Marilyn Bailon 2020/05/29

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Ordered By: Marilyn Ball of Coldwell Banker Oceanside Real Estate on May 29, 2020
Uploaded: Mar 22, 2019 Verified: Mar 22, 2019

Strata Property Act

PROPOSED FORM Y

OWNER DEVELOPER'S NOTICE OF DIFFERENT BY-LAWS
(Section 245 (d), Regulations section 14.6(2))


Re: Strata Plan EPS5293, being a strata plan of
Parcel Identifier: 025-563-483
Lot 5 District Lot 119 Esquimalt District Plan VIP74716

The following or attached by-laws differ from the Standard Bylaws to the *Strata Property Act*, permitted by section 120 of the Act:

SEE SCHEDULE A HERETO

Date: October 3, 2018

BOSA PROPERTIES (ENCORE) INC.
Owner/Developer, as Sole Member of Strata Council

Per: 
Print Name: _____

Dale Bosa

Supplied to StrataDocs on 2019/03/22
Ordered by Marilyn Ball on 2020/05/29

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Ordered By: Marilyn Ball of Coldwell Banker Oceanside Real Estate on May 29, 2020
Uploaded: Mar 22, 2019 Verified: Mar 22, 2019

SCHEDULE A

Bylaws that differ from the Standard Bylaws to the *Strata Property Act*

The Bylaws as attached to the *Strata Property Act* are amended by:

1. amending Bylaw 3 by deleting subparagraph (4) thereof and substituting the following therefor:

3(4) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following (unless a special permit is obtained from the Strata Council):

- (a) a reasonable number of fish or other small aquarium animals;
- (b) a reasonable number of small caged animals;
- (c) up to two caged birds;
- (d) up to two dogs; and
- (e) up to two cats.

2. deleting Bylaw 30 in its entirety and substituting the following therefor:

Display lot

30(1) An owner developer who has an unsold strata lot may carry on sales and leasing functions that relate to its sale or lease, including without limitation:

- (a) the posting and erecting in and about the common property of interior and exterior signs, placards, flags, notices and other things and structures for marketing; and
- (b) parking on common property which is proximate to a display strata lot or to an unsold strata lot for the owner developer's staff and representatives, purchasers and prospective purchasers and tenants, and other invitees of the owner developer.

30(2) An owner developer may use a strata lot that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.

30(3) Until all strata lots are sold, the owner developer, and its employees, agents, contractors, workers, suppliers and other invitees will have the full, free, and uninterrupted right and license to enter upon and cross over the common property, with or without vehicles, equipment, and machinery, for the purposes of access to and from the lands and for the purposes described in Bylaw 30(1) above. The owner developer will be responsible for any damage caused to the common property by such entry on and use of the common property.

3. adding the following as Bylaw 31:

Advertising Re-Sale

31 Unless the council otherwise gives its prior written consent, advertising for the re-sale or rental of a strata lot, except such strata lots that are owned by the owner developer, is only permitted on a directory board or directory tree which will be supplied, located and maintained by the council. This Bylaw 31 is subject to Bylaw 30 and nothing in this Bylaw 31 affects the rights of the owner developer under Bylaw 30.

4. adding the following as Bylaw 32:

Parking, Storage Lockers and Bosa Volt Charging Station

32 For the purposes of this Bylaw 32, the following terms have the following meanings:

“Assignment Agreement” means the assignment agreement between Bosa Properties (Encore-Parking) Inc. (as Assignor) and the purchaser/owner of a strata lot (as Assignee) whereby the Assignor assigns to the Assignee its partial interest in the Master Agreement;

“Master Agreement” means the Parking Facility/Storage Locker Lease and Bosa Volt Charging Station License Agreement between Bosa Properties (Encore) Inc. and Bosa Properties (Encore-Parking) Inc. pertaining to the exclusive right to lease/use a Stall and/or Storage Locker (if applicable) and/or a BVCS (if applicable) for the balance of the Term (as defined in the Master Agreement).

Except as otherwise set out in the Disclosure Statement, each owner of a strata lot will, pursuant to the Assignment Agreement be entitled to:

- (a) the exclusive use of the Stall or Stalls as specified in the Assignment Agreement.
- (b) provided a BVCS has been installed in a Stall, a license to use a BVCS in connection with such Stall subject always to the terms and conditions contained within the Master Agreement as assigned by the Assignment Agreement.
- (c) the exclusive use of the Storage Locker as specified in the Assignment Agreement (if any)

As soon as each Stall within the parking facility has been assigned by Bosa Properties (Encore-Parking) Inc. to an owner of a strata lot, and upon formation of the strata corporation, the Strata Corporation will request that the owners of the strata lots pass a resolution requiring a 3/4 vote at the next general meeting of the strata corporation to designate each of the Stalls as the limited common property of the owner who, at such time, is entitled to the exclusive use of such parking stall.

Notwithstanding any designation of the Stalls as limited common property as aforesaid, such designation of limited common property will not apply to a BVCS installed in a Stall. It being understood that upon the Strata Corporation passing a resolution pursuant to Section 82 of the *Strata Property Act* and upon transfer of title to the BVCSs by Bosa Properties (Encore) Inc. to the Strata Corporation, the BVCSs will become common

assets of the Strata Corporation subject to the contractual license to use contained in the Master Agreement.

Upon its formation, the Strata Corporation will be solely responsible for the control, management and administration of the Stalls, the Storage Lockers and the BVCSs, including, without limiting the generality of the foregoing, payment of the costs of maintaining, repairing and replacing the BVCSs and the utility consumed by a BVCS (measured by separate electrical meter installed at the time a BVCS is installed), all as set forth in the Master Agreement. However, all costs relating to a BVCS and paid by the Strata Corporation are repayable by the owner of the strata lot whose Stall contains the BVCS. The Strata Corporation will charge back all costs related to a BVCS against the account of the owner of the strata lot whose Stall contains a BVCS and such costs so charged will be deemed to be user fees in respect thereof, which user fees will be in addition to strata fees levied in connection with common property costs, and failure to pay such user fees within thirty (30) days of demand for payment thereof by the Strata Corporation may result in a lien against the strata lot and/or denial of use of the BVCS situate within such Stall.

A strata lot owner may only assign its rights to use the Stall(s) or the Storage Locker (if applicable) or the BVCS (if applicable) to the Strata Corporation, to a purchaser of a strata lot or to another owner of a strata lot provided that in the case of the BVCS, such purchaser or other owner is also purchasing the right to use the Stall in which the BVCS is situate.

A strata lot owner may permit another owner of a strata lot within the Strata Corporation to charge a Compatible Electric Automotive Vehicle using the BVCS situate within his Stall and retain whatever consideration such other owner pays the BVCS strata lot owner provided always that such other owner complies with the bylaws, rules and regulations of the Strata Corporation in connection with the use of the BVCS.

5. adding the following as Bylaw 33:

33 Notwithstanding Section 48(3) of the Act, if within ½ hour from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; but in any other case, the meeting shall stand adjourned for a further ½ hour from the time appointed and, if within one hour from the time appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.

6. adding the following as Bylaw 34:

34 An owner, whose strata lot has hard floor surfaces, such as hardwood floors or tile, in the bedroom of his or her strata lot, must take all reasonable steps to satisfy impact type noise complaints from neighbours, including without limitation, ensuring that no less than 60% of such hard surfaces are covered with area rugs or carpet and avoiding walking on such flooring with hard heeled or soled shoes.

**Strata Property Act
Form J**
[am. B.C. Reg 312/2009, s. 8.]



RENTAL DISCLOSURE STATEMENT
(Section 139)

Re: Strata Plan.....[the registration number of the strata plan] or

Parcel Identifier Legal Description
025-563-483 Lot 5 District Lot 119 Esquimalt District Plan VIP74716

This Rental Disclosure Statement is [Check whichever box is correct and provide any required information.]

- the first Rental Disclosure Statement filed in relation to the above-noted strata plan
- a changed Rental Disclosure Statement filed under section 139 (4) of the *Strata Property Act*, and the original Rental Disclosure Statement filed in relation to the above-noted strata plan was filed on [dd/mmm/yyyy]

- 1 The development described above includes one hundred thirty-four (134) residential strata lots.
- 2 The residential strata lots described below are rented out by the owner developer as of the date of this statement and the owner developer intends to rent out each strata lot until the date set out opposite its description

| Description of Strata Lot <i>[strata lot number as shown on the strata plan]</i> | Date Rental Period Expires <i>[specify a date—"indefinitely" or timing related to an event is not acceptable]*</i> |
|---|---|
| None | Not Applicable |

*Section 143 (2) of the *Strata Property Act* provides that, if this Rental Disclosure Statement is filed after December 31, 2009, a bylaw that prohibits or limits will not apply to a strata lot described in this table until the date set out in the table opposite the description of the strata lot, whether or not the strata lot is conveyed before that date.

- 3 In addition to the number of residential strata lots rented out by the owner developer as of the date of this statement, the owner developer reserves the right to rent out a further one hundred thirty-four (134) residential strata lots, as described below, until the date set out opposite each strata lot's description.

[Describe all strata lots intended to be rented out by the owner developer.]

| Description of Strata Lot <i>[strata lot number as shown on the strata plan]</i> | Date Rental Period Expires <i>[specify a date—"indefinitely" or timing related to an event is not acceptable]*</i> |
|---|---|
| Strata Lots 1 to 134 inclusive | September 23, 2215 |

*Section 143 (2) of the *Strata Property Act* provides that, if this Rental Disclosure is filed after December 31, 2009, a bylaw that prohibits or limits rentals will not apply to a strata lot described in this table until the date set out in the table opposite the description of the strata lot, whether or not the strata lot is conveyed before that date.

- 4 There is no bylaw of the strata corporation that restricts the rental of strata lots.

OR

~~There is a bylaw of the strata corporation that restricts the rental of strata lots, the text of which is attached to and forms part of this statement.~~

[Strike out sentence which does not apply.]

Date: September 23, 2015

.....
Signature of Owner Developer –
Bosa Properties (Encore) Inc.