

## EXHIBIT C

### *Strata Property Act*

#### Form Y

### OWNER DEVELOPERS' NOTICE OF DIFFERENT BYLAWS

Re: Strata Plan EPS                      being a strata plan of

Lot A Section 7 Victoria District Plan EPP79188

prepared by Powell and Associates, B.C. Land Surveyors.

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 and do not form part of the bylaws but may be included in the bylaws to assist with organization of the bylaws..

#### **Pets**

**Bylaw 3(4)(d)** is deleted and replaced with the following:

- (d) a total of 3 cats or dogs (i.e. 1 dog and 2 cats or 2 dogs and 1 cat or 3 dogs or 3 cats).

**Bylaw 3(5)** is added to read as follows:

- (5) (a) An owner, tenant, occupant or visitor must immediately bag and dispose of all excrement deposited on common property, including limited common property, or a common asset by the animal or pet of such owner, tenant, occupant or visitor. If, in the reasonable opinion of the strata corporation, any special cleaning is required as a result of the pet urinating or defecating on the common property or a common asset, then the owner or occupant will pay all related costs.
- (b) An owner, tenant or occupant of a strata lot will be responsible to ensure that its guest or invitee complies with all requirements of these bylaws as if the animal were one kept by the owner, tenant or occupant.
- (c) The strata corporation may require removal of any pet or other animal kept by an owner, tenant or occupier of a strata lot if such pet or animal, in the reasonable opinion of the council, constitutes a nuisance to any owner, tenant or occupier of a strata lot or causes danger or damage to any owner, tenant or occupier of a strata lot or to any property of the strata

corporation.

- (d) An owner, tenant or occupant that keeps a pet must also comply with any rules enacted by the council on behalf of the strata corporation with respect to the keeping of pets.

### **Smoking**

**Bylaw 3.1** is added to read as follows:

(1) No smoking is allowed on the common property (including limited common property) of the strata corporation.

(2) "Smoking" for the purposes of this bylaw, means releasing into the air gases, particles, or vapors as a result of combustion, electrical ignition or vaporization, when the apparent or usual purpose of the combustion, electrical ignition or vaporization is human inhalation of the by-products, except when the combusting or vaporizing material contains no tobacco or nicotine and the purpose of inhalation is solely olfactory, such as, for example, smoke from incense. The term "Smoking" includes, but is not limited to, tobacco smoking, smoking using electronic cigarettes, marijuana smoking, and crack cocaine smoking.

(3) All persons, including but not limited to owners, tenants, occupants and visitors must comply with this bylaw. Owners and tenants must ensure that this bylaw is not violated by their visitors or anyone else they let into the strata corporation.

### **Parking**

**Bylaw 3.2** is added to read as follows:

(1) No person may park a vehicle anywhere other than in a designated parking area. No person may stop or park any vehicle on the common access ways to the parking areas.

(2) All parking stalls on the common property, that are not limited common property or leased, are designated by the strata council as 'visitor parking' and may only be used for the parking of vehicles by persons visiting a resident of the strata corporation.

(3) No owner may keep or permit to be kept on any common property,,  
 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.

(4) Notwithstanding (3), 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.

(5) 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.

(6) No part of the common property, including the parking areas, may be used for making vehicle repairs or adjustments.

(7) No person may park a vehicle completely or partially on the common access to the parking stalls, or in any way that obstructs the use of the roadway for vehicular access to or from the strata corporation.

### **Owner Maintains Parts of Limited Common Property and Strata Lot**

**Bylaw 8** is deleted and replaced with the following:

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

(a) common assets of the strata corporation;

(b) common property that has not been designated as limited common property;

(c) limited common property and common property that has been leased or sub-leased to an owner, but the duty to repair and maintain it is restricted to

(i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and

(ii) the following, no matter how often the repair or maintenance ordinarily occurs:

(A) the structure of a building;

(B) the exterior of a building;

(C) chimneys, stairs, balconies and other things attached to the exterior of a building; and

(D) doors, windows and skylights on the exterior of a building or that front on the common property;

and all other limited common property, including patios and decks that are not attached to the exterior of a building, and yard areas and any plantings located on or attached to a balcony or patio structure, must be maintained by the owner of the strata lot to which the limited common property is allocated; for greater certainty, an owner is responsible to maintain in good health, pruned to an appropriate size for the location and purpose, all plantings on, or attached to, patios or balconies that are limited common property allocated to the owner's strata lot.

(d) a strata lot but the duty to repair and maintain it is restricted to

- (i) the structure of a building,
- (ii) the exterior of a building,
- (iii) chimneys, stairs, balconies and other things attached to the exterior of a building, and
- (iv) doors, windows and skylights on the exterior of a building or that front on the common property but specifically excluding any glass panes or door panels in any windows or doors of a strata lot, which will in all cases be the responsibility of the strata lot owner to repair, maintain and replace.

### **Parking Register**

Bylaw 8.1 is added to read as follows:

8.1 The strata corporation must maintain a register (the “parking register”) of which parking stalls are assigned to which strata lot, and indicate whether a parking stall is limited common property or leased (by way of sublease) to an owner. Any Form B Information Certificate issued by the strata corporation pursuant to the Strata Property Act, must include a copy of the parking register. If the parking stall for the strata lot for which the Form B is being issued is leased, a copy of the lease (or sublease as the case may be) for that parking stall must be attached to the Form B.

### **No Rental Restrictions**

Bylaw 8.2 is added to read as follows:

8.2 For so long as a Housing Agreement with the District of Saanich is charging title to any strata lots or the common property, the strata corporation shall not, without the prior written consent of the District of Saanich, take any steps, or enter into any agreements, or impose and bylaws, rules or regulations, the effect of which would be to prevent or restrict an owner from renting the owner’s strata lot to a non-owner under a tenancy agreement that is governed by the *Residential Tenancy Act*.

### **Rooftop Gardens**

Bylaw 8.3 is added to read as follows:

8.3 (a) The area on the roof of the strata building marked “Rooftop Garden” on the strata plan is intended primarily for garden plots for use by occupants of the strata corporation.

(b) Specific garden plots will be allocated by the strata corporation for the exclusive use of the occupants of a particular strata lot on an annual basis for each calendar year pursuant to section 76 of the Act.

(c) All occupants wishing to have a garden plot for the ensuing calendar year, must submit in writing to the strata council their application for a garden plot by December

31<sup>st</sup> . Only one application per strata lot will be accepted. As there are not enough garden plots for one to be allocated to each strata lot, if there are more requests for a garden plot than available garden plots, the annual allocation of the garden plots will be done by a lottery in January of the year.

(d) The strata council will maintain and keep current a register of the garden plot allocations.

(e) A user of a garden plot shall keep the area around the garden plot neat and tidy, promptly removing and disposing of any debris from the garden plot as directed by the strata corporation from time to time. All watering of garden plots shall be by hand only and with care taken not to overwater a garden such that water escapes outside of the garden plot.

(f) Out of respect for the occupants of the strata lots on the 6<sup>th</sup> floor of the building, no person shall access the rooftop for any reason other than between the hours of 8:00a.m and 8:00p.m. Noise shall be kept to an absolute minimum at all times on or about the outside rooftop area.

(g) A person’s allotment of a garden plot may be revoked by the strata council if the person or any invitee of the person contravenes this bylaw.

**Maximum Fines**

**Bylaw 23** is deleted and replaced with the following:

- 23** . 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.

Date: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signatory of the Owner  
Developer

# EXHIBIT D

## THE 881

STRATA PLAN EPS \_\_\_\_\_

### INTERIM BUDGET FOR FIRST YEAR

<b>REVENUE</b>	<u>Interim Budget</u>
Strata Fees	213,895.50
<b>TOTAL REVENUE</b>	<u>213,895.50</u>
<b>OPERATING EXPENSES</b>	
Accounting & Legal	500.00
Administrative Expenses	1,500.00
Bank Charges & Interest	300.00
Cleaning	15,000.00
Carpet Cleaning	500.00
Electrical	0.00
Elevator Maint/ Repair	4,200.00
Fire & Safety Equipment	800.00
Garbage / Sanitation	13,500.00
Glass Repairs & Maint.	0.00
Grounds Maintenance	7,500.00
Insurance	25,200.00
Lighting	0.00
Management Fees	19,990.00
Parking Gate	2,000.00
Pest Control	500.00
Plumbing & Heating	4,000.00
Repairs & Maintenance	3,500.00
Sprinkler/ Irrigation	400.00
Utility - Cable	900.00
Utility - Gas	17,200.00
Utility - Hydro	60,000.00
Utility - Telephone	720.00
Utility - Water/ Sewer	25,500.00
<b>TOTAL OPERATING EXPENSES</b>	203,710.00
<b>CRF CONTRIBUTION</b>	<u>10,185.50</u>
<b>TOTAL BUDGETED EXPENSES</b>	213,895.50
<b>SURPLUS/ DEFICIT</b>	0.00

CRF = contingency reserve fund



# THE 881

## Schedule of Strata Fees

### Short Street

Annual operating budget including contribution to CRF: \$213,896

Total amount of Strata Fees: \$213,896

Contribution to the CRF: \$10,186

Total Unit Entitlements: 4481

Unit	Strata Lot	Unit Entitlement	Operating	Contingency	Monthly Strata Fee
	1	80	\$303.07	\$15.15	\$318.22
	2	59	\$223.52	\$11.18	\$234.70
	3	59	\$223.52	\$11.18	\$234.70
	4	80	\$303.07	\$15.15	\$318.22
	5	59	\$223.52	\$11.18	\$234.70
	6	59	\$223.52	\$11.18	\$234.70
	7	59	\$223.52	\$11.18	\$234.70
	8	81	\$306.86	\$15.34	\$322.20
	9	80	\$303.07	\$15.15	\$318.22
	10	80	\$303.07	\$15.15	\$318.22
	11	59	\$223.52	\$11.18	\$234.70
	12	76	\$287.92	\$14.40	\$302.32
	13	81	\$306.86	\$15.34	\$322.20
	14	80	\$303.07	\$15.15	\$318.22
	15	80	\$303.07	\$15.15	\$318.22
	16	81	\$306.86	\$15.34	\$322.20
	17	59	\$223.52	\$11.18	\$234.70
	18	59	\$223.52	\$11.18	\$234.70
	19	81	\$306.86	\$15.34	\$322.20
	20	80	\$303.07	\$15.15	\$318.22
	21	80	\$303.07	\$15.15	\$318.22
	22	59	\$223.52	\$11.18	\$234.70
	23	76	\$287.92	\$14.40	\$302.32
	24	81	\$306.86	\$15.34	\$322.20

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Unit	Strata Lot	Unit Entitlement	Operating	Contingency	Monthly Strata Fee
	25	80	\$303.07	\$15.15	\$318.22
	26	80	\$303.07	\$15.15	\$318.22
	27	81	\$306.86	\$15.34	\$322.20
	28	59	\$223.52	\$11.18	\$234.70
	29	59	\$223.52	\$11.18	\$234.70
	30	81	\$306.86	\$15.34	\$322.20
	31	80	\$303.07	\$15.15	\$318.22
	32	80	\$303.07	\$15.15	\$318.22
	33	59	\$223.52	\$11.18	\$234.70
	34	76	\$287.92	\$14.40	\$302.32
	35	81	\$306.86	\$15.34	\$322.20
	36	80	\$303.07	\$15.15	\$318.22
	37	80	\$303.07	\$15.15	\$318.22
	38	81	\$306.86	\$15.34	\$322.20
	39	59	\$223.52	\$11.18	\$234.70
	40	59	\$223.52	\$11.18	\$234.70
	41	81	\$306.86	\$15.34	\$322.20
	42	80	\$303.07	\$15.15	\$318.22
	43	80	\$303.07	\$15.15	\$318.22
	44	59	\$223.52	\$11.18	\$234.70
	45	76	\$287.92	\$14.40	\$302.32
	46	81	\$306.86	\$15.34	\$322.20
	47	80	\$303.07	\$15.15	\$318.22
	48	80	\$303.07	\$15.15	\$318.22
	49	81	\$306.86	\$15.34	\$322.20
	50	59	\$223.52	\$11.18	\$234.70
	51	59	\$223.52	\$11.18	\$234.70
	52	81	\$306.86	\$15.34	\$322.20
	53	80	\$303.07	\$15.15	\$318.22
	54	81	\$306.86	\$15.34	\$322.20

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Unit	Strata Lot	Unit Entitlement	Operating	Contingency	Monthly Strata Fee
	55	80	\$303.07	\$15.15	\$318.22
	56	80	\$303.07	\$15.15	\$318.22
	57	81	\$306.86	\$15.34	\$322.20
	58	59	\$223.52	\$11.18	\$234.70
	59	59	\$223.52	\$11.18	\$234.70
	60	81	\$306.86	\$15.34	\$322.20
	61	80	\$303.07	\$15.15	\$318.22
<b>Totals:</b>		<b>4,481</b>	<b>\$16,975.86</b>	<b>\$848.76</b>	<b>\$17,824.62</b>
<b>Annual:</b>		<b>-</b>	<b>\$203,710.32</b>	<b>\$10,185.12</b>	<b>\$213,895.44</b>

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