

STRATA PLAN VR 352

By Laws & House Rules

"LANDMARK SUNSET"

1412 West 14th Avenue
Vancouver, B.C.
V6H 1R3

Attached hereto are the bylaws for Strata Plan VR 352. For legal purposes please obtain a true copy as registered at the Land Titles Office.

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NOTE: This bylaw package may or may not contain the basic bylaws of the Condominium Act or the old Strata Titles Act.

Updated: November 1995

Professionally Managed By:



Prudential United Realty

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THE OWNERS, STRATA PLAN VR 352

CONDOMINIUM ACT - PART V

BYLAW 115: DUTIES OF OWNER:

An owner shall

- (a) permit the strata corporation and its agents, at all reasonable times on notice, except in case of emergency, when no notice is required, to enter his strata lot for the purpose of inspecting the same and maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the strata lot and capable of being used in connection with the enjoyment of any other strata lot or common property, or for the purpose of maintaining, repairing or renewing common property, common facilities or other assets of the strata corporation, or for the purpose of ensuring that the bylaws are being observed;
- (b) promptly carry out all work that may be ordered by any competent public or local authority in respect of his strata lot other than work for the benefit of the building generally, and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his strata lot;
- (c) repair and maintain his strata lot, including windows and doors, and areas allocated to his exclusive use, and keep them in a state of good repair, reasonable wear and tear and damage by fire, storm, tempest or act of God excepted;
- (d) use and enjoy the common property, common facilities or other assets of the strata corporation in a manner that will not unreasonably interfere with their use and enjoyment by other owners, their families or visitors;
- (e) not use his lot, or permit the same to be used, in a manner or for a purpose that will cause a nuisance or hazard to any occupier of a lot, whether an owner or not, or his family;
- (f) notify the strata corporation promptly on any change of ownership or of any mortgage or other dealing in connection with his strata lot;
- (g) comply strictly with these bylaws, and all other bylaws of the strata corporation, and with rules and regulations adopted from time to time; and
- (h) receive the written permission of the strata council before undertaking alterations to the exterior or structure of the strata lot, but permission shall not be unreasonably withheld.

BYLAW 116: DUTIES OF THE STRATA CORPORATION:

The strata corporation shall

- (a) control, manage and administer the common property, common facilities or other assets of the corporation for the benefit of all owners;
- (b) keep in a state of good and serviceable repair and properly maintain the fixtures and fittings, including the elevators, swimming pool and recreational facilities, if any, and other apparatus and equipment used in connection with the common property, common facilities or other assets of the corporation;
- (c) maintain all common areas, both internal and external, including lawns, gardens, parking and storage areas, public halls and lobbies;
- (d) maintain and repair, including renewal where reasonably necessary, pipes, wires, cable chutes and ducts for the time being existing in the parcel and capable of being used in connection with the enjoyment of more than one strata lot or common property;
- (e) on the written request of an owner or mortgagee of a strata lot, produce to him or a person authorized in writing by him the insurance policies effected by the corporation and the receipts for the last premiums;

- (f) maintain and repair the exterior of the buildings, excluding windows, doors, balconies and patios included in a strata lot, including the decorating of the whole of the exterior of the buildings;
- (g) collect and receive all contributions toward the common expenses paid by the owners and deposit the same with a savings institution; and
- (h) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to, or for the benefit of, the corporation.

BYLAW 117: POWERS OF STRATA CORPORATION:

The strata corporation may

- (a) purchase, hire or otherwise acquire personal property for use by owners in connection with their enjoyment of common property, common facilities or other assets of the corporation.
- (b) borrow money required by it in the performance of its duties or the exercise of its powers;
- (c) secure the repayment of money borrowed by it, and the payment of interest, by negotiable instrument or mortgage of unpaid contributions, whether levied or not, or mortgage of any property vested in it, or by combination of those means;
- (d) invest as it may determine in separate accounts money in the fund for administrative expenses, or in the contingency reserve fund;
- (e) make an agreement with an owner or occupier of a strata lot for the provision of amenities or services by it to the strata lot or to the owner or occupier;
- (f) grant an owner the right to exclusive use and enjoyment of common property, or special privileges for them, the grant to be determinable on reasonable notice, unless the strata corporation by unanimous resolution otherwise resolves;
- (g) designate an area as limited common property and specify the strata lots that are to have the use of the limited common property;
- (h) make rules and regulations it considers necessary or desirable from time to time in relation to the enjoyment, safety and cleanliness of the common property, common facilities or other assets of the corporation;
- (i) do all things necessary for the enforcement of the bylaws and the rules and regulations of the strata corporation, and for the control, management and administration of the common property, common facilities or other assets of the strata corporation, generally, including removing privileges in the use of certain facilities, or fixing and collecting fines for contravention of the bylaws, rules or regulations;
- (j) subject to this Act, determine the levy for the contingency reserve fund which shall be not less than 5% of the total annual budget, until the reserve reaches an amount that the strata council considers sufficient having regard to the type of buildings in the strata plan, and thereafter raise further amounts of replacements of funds from time to time and over a period of time as the strata council thinks fit; and
- (k) join any organization serving the interests of strata corporations and assess the membership fee in the organization as part of the common expenses.

BYLAW 118: STRATA COUNCIL:

- (1) The powers and duties of the strata corporation shall, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the council of the strata corporation.
- (2) The owner developer shall exercise the powers and duties of the strata council until a council is elected by the owners.

BYLAW 122: COUNCIL DUTIES:

- (1) The council shall keep, in one location, or in the possession of one person, and shall make available on request to an owner or a person authorized by him,
 - (a) a copy of this Act and of changes in the bylaws under Part 5;
 - (b) a copy of special or unanimous resolutions;
 - (c) a copy of all the legal agreements to which the corporation is a party, including management contracts, insurance policies, insurance trustee agreements, deeds, agreements for sale, leases, licences, easements or rights of way;
 - (d) a register of the members of the council;
 - (e) a register of the strata lot owners, setting out the strata lot number, the name of the owner, the unit entitlement, the name and address of any mortgagee who has notified the strata corporation, the name of any tenant or lessee, and a notation of any assignment by the owner to the lessee;
 - (f) the annual budget for each year; and
 - (g) minutes of all general meetings and of all council meetings.
- (2) The council shall
 - (a) keep minutes of its proceedings;
 - (b) cause minutes to be kept of general meetings;
 - (c) cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditure take place;
 - (d) prepare proper accounts relating to all money of the corporation, and the income and expenditure of it, for each annual general meeting; and
 - (e) on application of an owner or mortgagee, or a person authorized in writing by him, make the books of account available for inspection at all reasonable times.
- (3) All acts done in good faith by the council are, notwithstanding it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of the council, as valid as if the member had been duly appointed or had duly continued in office.
- (4) A member of a strata council is not personally liable for an act done in good faith in carrying out his duties as a member of the council.

BYLAW 123: GENERAL MEETINGS:

- (1) The first annual general meeting shall be called by the owner developer and the meeting shall be held on the earlier of the date on which 60% of the strata lots have been conveyed by him, or a date 9 months after registration of the strata plan.
- (2) Subsequent annual general meetings shall be held once in each year, and not more than 13 months shall elapse between one annual general meeting and the next.
- (3) General meetings other than the annual general meetings shall be called extraordinary general meetings.
- (4) The strata council may, whenever it thinks proper, and shall on a requisition in writing by owners or mortgagees of 25% of the strata lots, within 2 weeks after the requisition convene an extraordinary general meeting.

Seven days' notice of every general meeting specifying the place, date and hour of the meeting, and in case of special business the general nature of that business, shall be given to all owners and first mortgagees who have notified their interests to the strata corporation. Accidental omission to give notice to an owner or to a first mortgagee or failure to receive the notice by an owner does not invalidate proceedings at the meeting.

BYLAW 124: PROCEDURE:

- (1) All business shall be deemed special that is transacted at an annual general meeting, with the exception of the consideration of accounts and election of members to the strata council, or at an extraordinary general meeting.
- (2) Save as in these bylaws otherwise provided, business shall not be transacted at a general meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business.
- (3) One third of the persons entitled to vote present in person or by proxy constitutes a quorum.
- (4) If within 1/2 hour from the time appointed for a general meeting a quorum is not present, the meeting stands adjourned to the same day in the next week at the same place and time. If at the adjourned meeting a quorum is not present within 1/2 hour from the time appointed for the meeting, the persons entitled to vote present constitute a quorum.
- (5) The chairman of the council shall be the chairman of all general meetings. In his absence from the meeting or in case he vacates the chair, the vice chairman of the council shall act as chairman. In other cases, the meeting shall appoint a chairman.
- (6) The order of business at general meetings, and as far as is appropriate for extraordinary general meetings, shall be
 - (a) electing the chairman of the meeting, if necessary;
 - (b) calling the roll, certifying proxies and issuing a voting card for each strata lot represented at the meeting;
 - (c) filing proof of notice of meeting or waiver of notice;
 - (d) reading and disposing of any unapproved minutes;
 - (e) receiving reports of committees;
 - (f) considering the accounts;
 - (g) electing a strata council, if necessary;
 - (h) unfinished business;
 - (i) new business; and
 - (j) adjournment.

BYLAW 125: VOTING AT MEETINGS:

- (1) At a general meeting a resolution by the vote of the meeting shall be decided on a show of hands, unless a poll is requested by an owner present in person or by proxy. A request for a poll may be withdrawn.
- (2) Unless a poll is requested, a declaration by the chairman that a resolution has, on the show of hands, been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the resolution.
- (3) A poll, if demanded, shall be taken in whatever manner the chairman thinks proper, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was requested.

- (4) In the case of equality in the votes, whether on a show of hands or on a poll, the chairman of the meeting is entitled to a casting vote in addition to his original vote.
- (5) On a show of hands, an owner shall indicate his vote by showing his voting card. On a show of hands or on a poll, votes may be given either personally or by proxy.
- (6) Except in cases where, under this Act, a unanimous resolution is required, an owner is not entitled to vote at a general meeting unless all contributions payable for his strata lot have been paid.
- (7) Where owners are entitled to successive interests in a lot, the owner entitled to the first interest is alone entitled to vote, whether on a show of hands or a poll.
- (8) An owner who is a trustee is entitled to exercise the vote for the lot. The persons beneficially interested may not vote.

BYLAW 126: PROXIES:

- (1) An instrument appointing a proxy shall be in writing signed by the appointer or his attorney, and may be either general or for a particular meeting.
- (2) A proxy need not be an owner.
- (3) Notwithstanding the provisions of these bylaws on appointment of a proxy, where the owner's interest is subject to a registered mortgage and where the mortgage provides that the power of vote conferred on an owner under this Act may be exercised by the mortgagee and where the mortgagee has given written notice of his mortgage to the corporation, no instrument or proxy shall be necessary to give the mortgagee the power to vote. The mortgagee shall indicate his presence at the calling of the roll and he, rather than the owner, shall be issued a voting card.

BYLAW 127: VIOLATION OF BYLAWS:

- (1) An infraction or violation of these bylaws or any rules and regulations established under them on the part of an owner, his employees, agents, invitees or tenants may be corrected, remedied or cured by the strata corporation. Any costs or expense so incurred by the corporation shall be charged to that 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 costs or expense are incurred, but not necessarily paid by the corporation, and shall become due and payable on the date of payment of the monthly assessment.
- (2) The strata corporation may recover from an owner by an action for debt in a court of competent jurisdiction money which the strata corporation is required to expend as a result of an act or omission by the owner, his employees, agents, invitees or tenants, or an infraction or violation of these bylaws or any rules or regulations established under them.
- (3)* In cases of violations or infractions of the bylaws, rules and regulations, fines may be levied by and at the discretion of the Strata Council up to a sum of \$100.00 per infraction or violation.
- (4)* Any fine levied by the strata council against an owner in respect of an infraction or violation of the bylaws of the Strata Corporation or any rules and regulations established under them shall be added to and become a part of the assessment of that owner for the month next following the date on which the owner is notified of such fine and shall become due and payable on the date of the payment of the monthly assessment.

BYLAW 128: COMMON EXPENSES:

- (1) The strata lot owner's contribution to the common expenses of the strata corporation shall be levied in accordance with this bylaw.

* Bylaw 127.(3)&(4) - effective November 22, 1995.

- (2) Where a strata plan consists of more than one type of strata lot, the common expense shall be apportioned in the following manner:
 - (a) common expenses attributable to one or more type of strata lot shall be allocated to that type of strata lot and shall be borne by the owners of that type of strata lot in the proportion that the unit entitlement of that strata lot bears to the aggregate unit entitlement of all types of strata lots concerned;
 - (b) common expenses not attributable to a particular type or types of strata lot shall be allocated to all strata lots and shall be borne by the owners in proportion to the unit entitlement of their strata lots.
- (3) Where a strata plan includes limited common property, expenses attributable to the limited common property which would not have been expended if the area had not been designated as limited common property shall be borne by the owners of the strata lots entitled to use the limited common property in proportion to the unit entitlement of their strata lots.
- (4) The owner developer shall cause to be prepared an interim budget of anticipated common expenses for the first 9 month period following registration of the strata plan, and the budget shall be delivered to each purchaser.
- (5) For the period from the date on which the strata plan is registered until the earlier of the date on which the first strata lot is occupied, or the date on which the first strata lot is conveyed to a purchaser, the owner developer shall pay the actual common expenses.
- (6) For the period from the earlier of the date on which the first strata lot is occupied, or the date on which the first strata lot is conveyed to a purchaser until the first annual budget is approved at the first annual general meeting, the owners, including the owner developer, shall pay to the strata corporation their proportionate share of the estimated monthly common expenses in accordance with the interim budget prepared under subsection (4).
- (7) If the actual common expenses during the period referred to in subsection (6) exceed the estimated common expenses for that period, the owner developer shall pay the excess.
- (8) At the first annual general meeting, the strata corporation shall cause to be prepared a budget for a period commencing on the date of the first annual general meeting and ending on the first anniversary of the last day of the month during which the first annual general meeting is held. After that, all owners, including the owner developer, shall, subject to subsections (2) and (3), pay a monthly assessment based on that budget determined in accordance with their unit entitlement.
- (9) Where, at the first annual general meeting, the budget shows that the estimated common expenses as shown on the interim budget exceeded the actual common expenses, the owners, including the owner developer, shall receive from the strata corporation a rebate of their contribution to the common expenses, based on the unit entitlement of the strata lots for which their contribution was paid, and the period of time during which their contribution was paid.
- (10) At each annual general meeting subsequent to the first annual general meeting, the strata corporation shall prepare an annual budget for the following 12 month period and, after that, all owners shall, subject to subsections (2) and (3), pay a monthly assessment in accordance with their unit entitlement.

BYLAW 129: NOTICES:

- (1) Unless otherwise specifically stated in these bylaws, delivery of any notice required to be given under this Act or under these bylaws shall be well and sufficiently given if mailed to the owner at the address of his strata lot and if left with him or some adult person at that address.
- (2) A notice given by post shall be deemed to have been given 48 hours after it is posted.

- (3) An owner may at any time in writing advise the corporation of a change of address which notice shall be given, and thereafter the address specified shall be deemed to be the address of the owner for the giving of notices.
- (4) The word "notice" shall include any request, statement or other writing required or permitted to be given by the strata corporation to the owner of the strata lot.

BYLAW 130: CORPORATE COMMON SEAL:

The strata corporation shall have a common seal, which shall not be used except by authority of the council previously given and in the presence of the members of the strata council or at least two members of it, who shall sign every instrument to which the seal is affixed. Where there is only one member of the strata corporation, his signature is sufficient for the purpose of this section, and, if the only member is a corporation, the signature of the appointed representative on the strata council shall be sufficient for the purpose of this section.

BYLAW 131: PROHIBITIONS:

- (1) An owner shall not
 - (a) use his strata lot for any purpose which may be illegal or injurious to the reputation of the building;
 - (b) make undue noise in or about any strata lot or common property; or
- (2) When the purpose for which a strata lot is intended to be used is shown expressly or by necessary implication on or by the registered strata plan, an owner shall not use his strata lot for any other purpose, or permit it to be used.

BYLAW 160: MOVE-IN CHARGE:

A move-in charge of one hundred dollars (\$100.00) shall be paid by an owner with respect to any move-in which accompanies the change of occupancy of their strata lot. A move-in shall mean the movement of furniture or household possessions into the strata lot. The move-in charge shall continue due on the first day of the month following the move-in.

Approved: Annual General Meeting, November 19, 1991
Authority: Part 1, Section 26, Condominium Act

BYLAW 161: PETS*:

An owner may keep on his strata lot or on the common property only one (1) or two (2) domestic cats. No other pets, livestock, wild or domestic animals shall be permitted to be kept on the strata lot or common property.

BYLAW 162: PURCHASE OF STRATA LOT FOR LEASE*:

- (1) Any owner who has purchased a strata lot prior to July 1, 1978 and who has leased the said strata lot prior to July 1, 1978 may continue to lease the said strata lot;
- (2) Any owner who has purchased a strata lot prior to July 1, 1978 and who has occupied the said strata lot prior to July 1, 1978 and who may thereafter wish to lease the said strata lot, must apply in writing to the strata council for permission to lease the said strata lot;
- (3) Any owner who has purchased a strata lot on or after July 1, 1978 must occupy the said strata lot. If thereafter the owner wishes to lease the said strata lot, application in writing must be made to the strata council for permission to lease the said strata lot.

LAW 163: ALTERATIONS, CONSTRUCTION ON COMMON PROPERTY*:

- 1.) An owner shall not undertake any alterations to any common property or limited common property without performing the following:
 - (a) Obtaining development and building permits from the appropriate government regulatory authorities;
 - (b) Providing copies of all permits obtained to the Strata Council;
 - (c) Obtaining the consent of the owners by way of written approval of the Strata Council;
- (2) An owner undertaking any alteration to common property or limited common property shall agree to enter into a written undertaking with the Strata Council, which shall include the following terms:
 - (a) All alterations done shall be in accordance with the design approved by the Strata Council or its duly authorized representative(s);
 - (b) The standard of quality of the work and materials of the alteration shall in no event be less than that of the existing structures;
 - (c) All work done and materials provided for the alteration will be at the sole expense of the strata lot owner requesting approval of the alteration;
 - (d) the owner from time to time of the strata lot receiving, or have received the benefit of the alteration shall for so long as he or she remains an owner be responsible for all present and future maintenance, repair and replacements; increase in insurance, and any damage suffered or cost incurred by the Strata Corporation as a result, directly or indirectly, of the alterations;
 - (e) An indemnification and save harmless clause as outlined in sub-bylaw 4 of these bylaws;
- (3) Any alterations to any common property or limited common property will be subject to a special resolution(s) confirmation at the next following general meeting for the purposes of registration as a bylaw(s), provided however, if the resolution does not receive sufficient owner's support for registration, the Council consent to the alteration(s) will be deemed to be ratified;
- (4) An owner who alters common property or limited common property, and any owner subsequent on title who receives the benefit of such alteration, shall with respect only to any claims or demands arising during the time that they shall have been an owner, indemnify and save harmless the Strata Corporation, its Council Members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the Strata Corporation as the result of such claim or demand shall be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred shall be charged to that owner and shall be added to and become part of the assessment of that owner for the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the Strata Corporation, and shall become due and payable on the date of payment of the monthly assessment;
- (5) An owner who, subsequent to the passage of this bylaw, alters common property or limited common property without adhering strictly to these bylaws, shall, on written request of the council, restore the common property or limited common property, whichever the case might be, to its condition prior to the alteration at the sole expense of that owner. If the owner refuses or neglects to restore the altered property to its original condition, then the Strata Corporation shall conduct the restoration, at the expense of the owner who had altered the property. The cost of such alteration shall be added to and become part of the assessment of that owner for the month next following upon the date on which the cost was incurred, and shall become due and payable on the date of payment of the monthly assessment;

- (6) Any costs due to the Strata Corporation pursuant to sub-bylaws 4 and 6 of this bylaw shall, for the purposes of Section 37 of the Condominium Act be considered common expenses and subject to a Form B Certificate.

BYLAW 164: DEFAULT OF PAYMENT*:

Upon default in payment within the prescribed time of the strata lot owner's contribution to the common expenses, there shall be paid by the strata lot owner, in addition to the amount of the default, a penalty of ten dollars (\$10.00) in respect of each month or fraction of a month during which the default continues.

BYLAW 165: INSURANCE DEDUCTIBLE*:

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 to any strata lot by the owner's act, omission, negligence or carelessness or by that of any member of the owner's family or the owner's guest, employees, agents or tenants, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, and for the purposes of this Bylaw, any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and shall be charged 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 such expense was incurred, and shall become due and payable on the date of payment of the monthly assessment;

PARKING*:

166. (1) An owner shall not park or store vehicles in the parking areas or on common property without current registration and insurance in force, unless a copy of a valid "UNLICENSED VEHICLE POLICY", with a minimum of "BASIC THIRD PARTY LEGAL LIABILITY" coverage, displayed prominently and visibly in the vehicle with the expiry date clearly noted. A copy of the valid "unlicensed and liability" insurance shall be provided to the Strata Corporation or its Agent. Violation of this bylaw may result in the vehicle being removed from the property without notice and at the owner's expense.

* Bylaws 164, 165 & 166 - effective November 22, 1995.

PROCLAMATION

AMENDMENT:

133. (1) Section 114 is repealed.
- (2) Subsection (1) comes into force by regulation of the Lieutenant Governor in Council.

SCHEDULE

RESTRICTIONS

Leasehold Strata Plan No. _____

1. The purchase price of each strata lot under section 97 of the Condominium Act shall be calculated as follows:
2. The restrictions imposed on the lease, assignment or occupancy of the strata lots under sections 103 and 104 of the Condominium Act are as follows:

FORMS

FORM A

Certificate of Full Payment

Strata Corporation No. _____ hereby certifies under section 11(1) of the Condominium Act that no money is owing to it in connection with Strata Lot No. _____ (legal description).

Dated _____ (month, day), 19 ____ .

Member of Strata Council or Manager

FORM B

Certificate of Default in Payment

Strata Corporation No. hereby certifies

1. That the owner of the strata lot described below is in default in the payment of his share of the common expenses referred to in section 37 of the Condominium Act.

(legal description of the strata lot)

2. That the amount owing of (month, day), 19 , is \$, and that Strata Corporation No. claims a charge against the title to the strata lot under section 37 of the Condominium Act.

Dated (month, day), 19 .

Member of Strata Council or Manager

FORM C

Certificate of Payment

Strata Corporation No. hereby certifies

1. That it has received payment of the amount owing under its charge registered under No. against the title to the strata lot described as

(legal description of the strata lot)

2. That the amount owing was paid on (month, day), 19 , and the Strata Corporation No. hereby releases its charge against the strata lot.

Dated (month, day), 19 .

Member of Strata Council or Manager

FORM D

Tenant's Undertaking

.....
(Name of Strata Corporation)

To the Owners, Strata Plan No. _____

Re: Strata Lot No. _____

I have agreed (or am about to agree) with the owner of this strata lot to rent it from month to month (for a period of _____ years) from _____ (month, day), 19____, and do jointly and severally covenant with you that I shall at all times during the period of my tenancy (lease) comply with the provisions of the Condominium Act, as amended from time to time, in so far as they affect me as tenant and occupier of the strata lot, and the provisions of the bylaws and the rules and regulations of the strata corporation as adopted from time to time in so far as they affect me as tenant and occupier of the strata lot.

Witness:

(Name)

(Address)

(Occupation)

The address to which any notices to the registered owner of the strata lot shall be delivered is

(address)

FORM E

Declaration of Intention to Create a Strata Plan
By Phased Development

I, _____, of _____, declare

1. That I intend to create a strata plan by way of phased development of the following land which I own or on which I hold a right to purchase:
2. That the plan of development is as follows:
(Here set out
(a) a schedule setting out the number of phases and specifying any common facility to be developed in conjunction with a particular phase;
(b) a sketch plan showing
(i) all the land to be included in the phased strata plan;
(ii) the present parcel boundaries;
(iii) the approximate boundaries of each phase; and
(iv) the approximate location of the common facilities;
(c) a schedule setting out the estimated date of commencement of construction and completion of construction for each phase;
(d) a statement of the unit entitlement of each phase and the total unit entitlement of the completed development; and
(e) a statement of the maximum number of units and general type of residence or other structure to be built in each phase.
3. That I shall elect whether or not to proceed with each phase on or by the following dates:

Phase	Date
Phase 1	
Phase 2	

Approving Officer

Applicant

FORM F

Certificate of Leasehold Charge

Land Title Office, , British Columbia

This is to certify that the undermentioned registered lessee is, subject to

- (a) the provisions of the Condominium Act;
- (b) the charges, liens and interest noted by endorsement on this certificate; and
- (c) the conditions, exceptions, reservations, and restrictions set out on this certificate,

entitled to a charge by way of lease registered by endorsement under No. on the indefeasible title to land situated in British Columbia, and more particularly described below.

Registered owner of charge by way of lease:

Application for registration received:

Description of land:

CHARGES, LIENS AND INTERESTS

Nature of Charge, Number, Date and Time of Application	Registered Owner of Charge	Remarks

Signed and sealed at British Columbia on (month, day), 19 .

Registrar

THE OWNERS, STRATA PLAN VR 352

HOUSE RULES

RULE 1: Barbecues

- 1.1 No owner or tenant shall use a barbecue except a gas or propane barbecue, and no use of any barbecue is permitted which constitutes a nuisance to another owner or tenant or which constitutes a fire hazard.

RULE 2: Bicycles

- 2.1 Bicycles must be confined to the garage.

RULE 3: Doors

- 3.1 Hall doors and outside doors must be kept closed at all times;
- 3.2 In case of electric power failure, the overhead door in the garage may be opened manually. Pull the chain which is attached to the door thereby releasing the door from the opening mechanism, then lift the door by hand;
- 3.3 Do not allow strangers to enter the building. Visitors may gain entrance to the building by using the enterphone.

RULE 4: Fire prevention

- 4.1 Fire extinguishers are located on each floor near the elevator and the rear exit doors, and in the garage. Become familiar with their use;
- 4.2 In case of fire, sound the alarm and call the fire department before attempting to fight the fire. Remember, the sounding of the alarm does not call the fire department, you must phone 911;
- 4.3 When you hear the alarm, respond immediately by leaving the building by the nearest exit. If it is a test of the alarm system, you will be notified in advance;
- 4.4 Do not smoke in the laundry room, locker room, elevator, lobby or hallways;
- 4.5 Do not deposit flammable material in the cigarette ash containers located by the elevator;
- 4.6 In case of fire, do not use the elevator.

RULE 5: Garage

- 5.1 Oil, grease or other substance is not to be poured into the drains in the garage;
- 5.2 Work on vehicles in the garage, outside parking area or driveway must be confined to emergency repairs only;
- 5.3 In order to minimize the build-up of fumes in the building, residents are requested not to leave vehicle engines running for extended periods of time in the garage.

RULE 6: Garbage

- 6.1 Garbage must be put into plastic bags, secured, and taken to the garbage container located in the lane behind the building.

RULE 7: Laundry Room

- 7.1 The laundry room is for the exclusive use of the residents of the building;

- 7.2 Each user is responsible for cleaning the washers and dryers and removing lint from the lint traps on the dryers after each use;
- 7.3 Do not leave laundry in either the washers or dryers after the cycle has completed as others may be waiting to use the machines.

RULE 8: Lights

- 8.1 Turn lights off in the laundry room and locker room when leaving these areas.

RULE 9: Locks

- 9.1 Apartment door locks are not to be changed or extra keys cut without first contacting the property manager. This is in the interest of both your safety and security.

RULE 10: Moving

- 10.1 Residents who are vacating their apartments must notify the property manager at least 24 hours in advance of the move.

RULE 11: Parking

- 11.1 Each resident has been assigned one parking space, however a second space may be rented upon request to the property manager;
- 11.2 Do not park in the driveway.

RULE 12: Pets

- 12.1 Residents must confine their pets to their apartment and to the limited common property (balcony or patio) attached to their apartment.

RULE 13: Storage

- 13.1 Each resident has been assigned one locker. Accordingly, articles are not to be stored in the garage or in the ailes of the locker room. Additional storage space may be available upon request to the property manager.

RULE 14: Walkways

- 14.1 In the event of ice or snow conditions, use should be made of the pebbled ramp leading to the front entrance rather than the tiled walkway and stairs.

The House Rules are issued under the authority of the Strata Council, Strata Plan VR 352. Requests for amendments, additions or deletions to these rules and any matter relating to the management of this property should be made in writing to the Chairman, Strata Council.