

Information Book for

1085 WHARNCLIFFE
ROAD

EMAIL PACKAGE

Please review the Table of Contents and ensure that all documents noted have been received.



Elizabeth Biberger

Personal Real Estate Corporation
Associate Broker

Elizabeth

BIBERGER
& ASSOCIATES

Royal LePage Duncan – Realty

Direct Line: 250-746-3077

Office: 250-746-6621

Email: mail@teambiberger.com

371 Festubert Street, Duncan, BC V9L 3T1



Michelle Nelford

Sales Associate

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It is the responsibility of anyone receiving this package to check they have received all documents noted above. If you believe there is something missing, please notify us by email immediately identifying what needs to be provided or corrected.

Further, while every effort is made to ensure this information package is accurate, it is ultimately the buyer's responsibility to check all information if it is fundamental to their decision in submitting an offer on this property.

*We are providing title documents we believe are relevant. If you are writing an offer you will receive an actual copy of the title search. Please double check that you have received all the charges important to you as we may not be including charges that we do not deem important.



Elizabeth C. Biberger
A Reputation Built on Trust and Results!
mail@teambiberger.com



**1085 Wharnccliffe Rd
Du East Duncan ~ V9L 2K6**

Interior Details

Layout: Main Level Entry with Upper Level(s)
Bedrms: 3 **Kitchens:** 1
Baths Tot: 2 **Fireplaces:** 1
Bth 2Pce: 1 **Storeys:** 2
Bth 3Pce: 0 **Fin SqFt:** 1,184
Bth 4Pce: 1 **Unfin SqFt:** 0
Bth 5Pce: 0 **Bed & Brk:** None
Ens 2Pce: 0 **Addnl Acc:** None
Ens 3Pce: 0 **Basement:** Crawl Space
Ens 4+Pce: 0 **FP Feat:** Gas, Living Room
App Incl: Dishwasher, Oven/Range Electric, Refrigerator
Intr Ftrs: Dining/Living Combo

Rooms

RoomType	Level	Dim/Pcs
Bathroom	Main	2-Piece
Dining Room	Main	8'4x10'6
Entrance	Main	10'7x4'1
Kitchen	Main	9'6x10'1
Living Room	Main	11'8x12'5
Bathroom	Second	4-Piece
Bedroom	Second	9'11x10'6
Bedroom	Second	9'8x8'10
Bedroom - Primary	Second	13'1x10'6
Walk-in Closet	Second	6'6x5'3
Carport (Unfin)	Main	9'11x16'1
Deck (Unfin)	Main	8'4x8'1

Rooms Summary

	Lower	Main	Second	Third	Other
Fin SqFt	0	611	643	0	0
Beds	0	0	3	0	0
Baths	0	1	1	0	0
Kitchens	0	1	0	0	0

Listing Summary

MLS®: 951493 **List Price:** \$375,000
Status: Active **Orig Price:** \$375,000
Sub Type: Row/Twn **Sold Price:**
DOM: 1 **Pend Date:**
Taxes: \$2,816 **Strata Fee:** \$220
2024 Asmt: \$461,300 **Title:** Frhld/Str

Remarks

Great 3-bedroom, 1.5 bathroom townhome within walking distance of Cowichan River trail systems, McAdam Park & shopping. This home offer 1184 square feet with main level living & bedrooms upstairs. The primary bedroom can accommodate a king bed & has a walk-in closet. Main level offers a great floor plan with good sized living room with older gas fireplace, adjoining dining & functional kitchen. The powder room & laundry closet complete this level along with under stairs storage that leads to a deep crawl space perfect for storage. Attached carport with storage room, fenced back yard with concrete paver stones, raised beds & small deck. This home has been priced to reflect the cosmetic upgrades required, although the interior paint was recently updated by the long-term tenants. The gas hot water tank was replaced in recent years. This is a great opportunity for a first-time buyer looking to make this house their home. 2 small dogs or cats allowed with a maximum weight of 20kg.

Building Information

Built (est): 1993 **Lgl NC Use:** No **Frnt Faces:** E **Bldg Style:**
Oth Equ: **Bldg Warr:** No **Bldg Style:**
Const Mt: Insulation: Ceiling, Insulation: Walls, Vinyl Siding **EnerGuide Rtg/Dt:**
Ext Feat: Balcony/Patio, Fenced, Garden **Cool:** None
Heat: Baseboard, Electric
Roof: Fibreglass Shingle
Fndn: Poured Concrete
Accss:

Lot/Strata Information

Lot Size: 1,238sqft / 0.03ac **Dims (w/d):** **Waterfront:**
Prk Type: Carport, Guest **View:**
Water: Municipal **Waste:** Sewer Connected **Services:** Cable Available, Electricity Connected, Garbage, Natl
Lot Feat: Central Location, Curb & Gutter, Easy Access, Family-Oriented Neighbourhood, Landscaped, Level, Quiet Area, Recreation Nearb
Complex: **Prk Tota:** 1 **Rent Alld?:** Unrestricted
SqFt Balc: **StrLots/Cplx:** 9 **Prk Cm Prp:** 0 **Yng Ag Alld?:** 0
SqFt Prk: **Bldgs/Cplx:** 2 **Prk LCP:** 1 **Pets Alld?:** Cats, Dogs, Number Limit, Size Limit: See Bylaws - 2
SqFt Pat: **Suites/Bldg:** 5 **Prk Str Lot:** 0 **BBQs Alld?:** Yes: See Bylaws
SqFt Strg: **Floors/Bldg:** 2 **Str Lot Incl:** Deck/Patio, Private Garden, Separate Storage
Gnd/Top?: **Lvls/Suite:** 2
Shrd Am: **Unit Incl:** Garbage Removal, Insurance, Maintenance Structure,



STRATA PLAN OF LOT A, SECTION 16, RANGE 7, QUAMICHAN DISTRICT, PLAN VIP 56502.

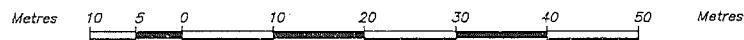
B.C.G.S. No. 92B.072

Scale = 1:500

04-207

FIRST SHEET
SHEET 1 OF 7 SHEETS

STRATA PLAN VIS2811

**LEGEND**

Bearings are grid bearings derived from OCM's 3792 and 3791

- ⊙ denotes control monument found.
- denotes standard iron post found.
- ▲ denotes traverse hub found.
- LCP denotes Limited Common Property to S.L. 5(typ.)

This plan lies within the City of Duncan Integrated Survey Area No. 11.
This plan shows ground level measured distances.
Prior to computation of U.T.M. co-ordinates multiply
by combined factor 0.9996302.

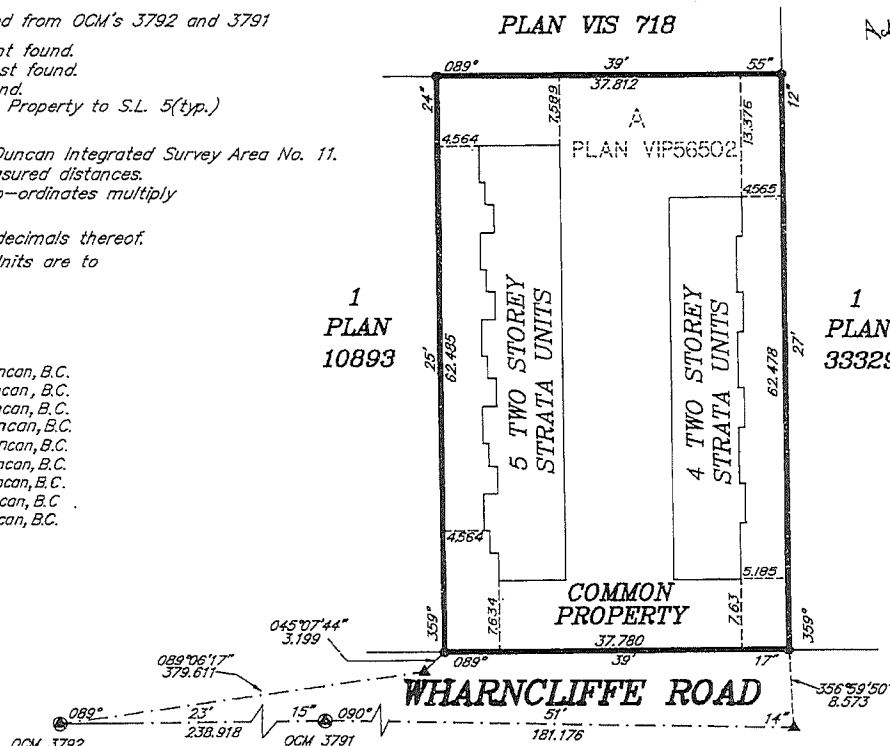
All distances are in metres and decimals thereof.
Offset measurements to Strata Units are to
concrete foundation.

Civic Addresses

Strata Lot 1 — 1081, Wharncliffe Road, Duncan, B.C.
Strata Lot 2 — 1083, Wharncliffe Road, Duncan, B.C.
Strata Lot 3 — 1085, Wharncliffe Road, Duncan, B.C.
Strata Lot 4 — 1087, Wharncliffe Road, Duncan, B.C.
Strata Lot 5 — 1089, Wharncliffe Road, Duncan, B.C.
Strata Lot 6 — 1091, Wharncliffe Road, Duncan, B.C.
Strata Lot 7 — 1093, Wharncliffe Road, Duncan, B.C.
Strata Lot 8 — 1095, Wharncliffe Road, Duncan, B.C.
Strata Lot 9 — 1097, Wharncliffe Road, Duncan, B.C.

Address for service of documents

P.O. Box 83
24-2720 Mill Bay Road
Mill Bay, B.C., V0R 2P0



Deposited in the Land Title Office at Victoria, B.C.,
this 16 day of July, 1993.

E-90449 ks

Acting Deputy Registrar

This plan lies within the Cowichan Valley Regional District.

I, Richard Derek Wright of the City of Duncan, a British Columbia Land Surveyor, hereby certify that the buildings shown in this strata plan have not, to the best of my knowledge and belief, as of the 10 day of June, 1993, have been previously occupied.

Dated at Duncan, B.C. this 14 day of June, 1993.

Richard Derek Wright

B.C.L.S.

I, Richard Derek Wright of the City of Duncan, a British Columbia Land Surveyor, hereby certify:
That the buildings erected on the parcel described above are wholly within the external boundaries of that parcel.

Dated at Duncan, B.C. this 14 day of June, 1993.

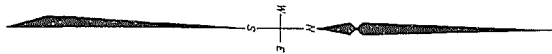
Richard Derek Wright

B.C.L.S.

PERIMETER DIMENSIONS

Scale = 1:200

Metres 4 0 4 8 12 16 20 Metres

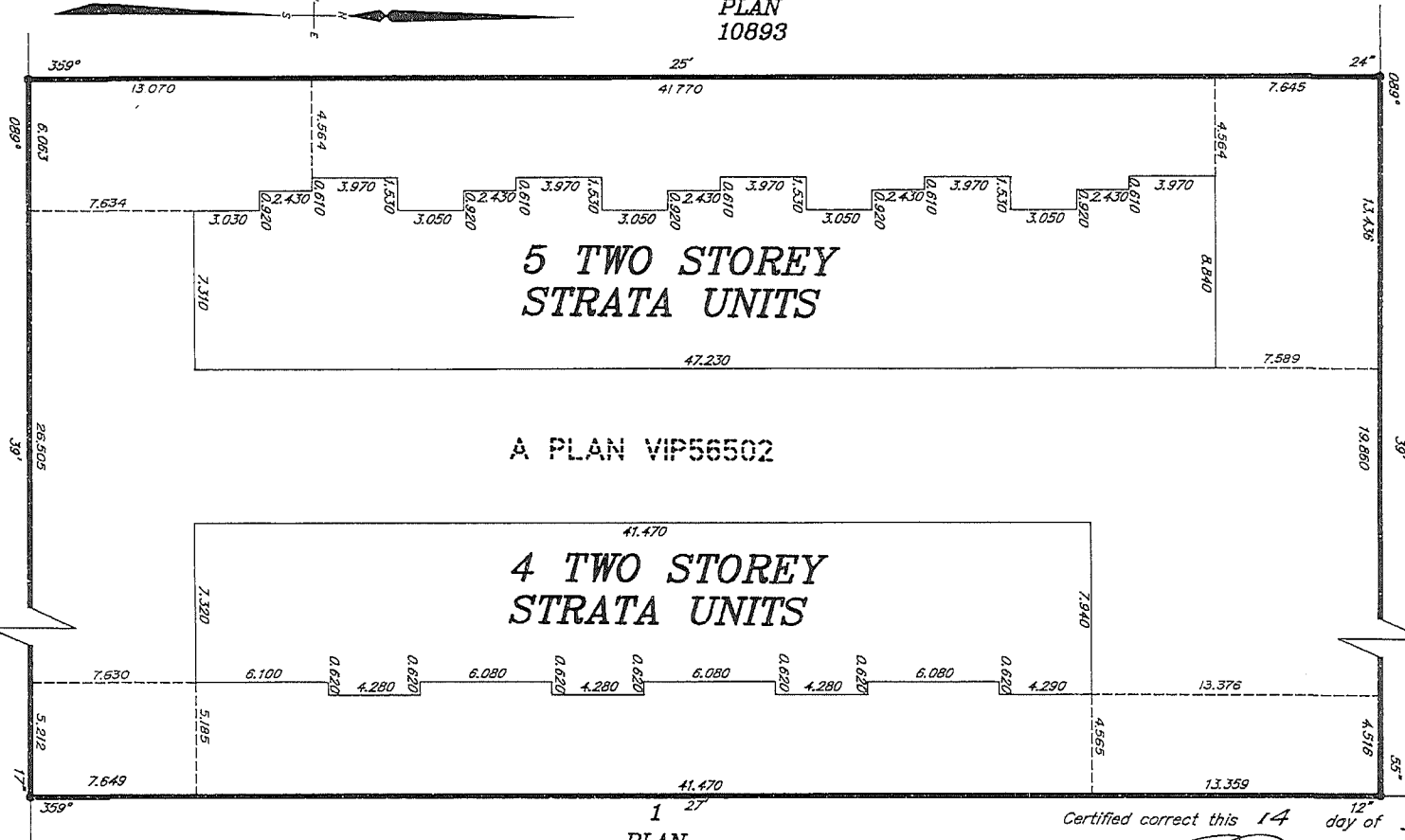


1
PLAN
10893

FIRST SHEET
SHEET 2 OF 7 SHEETS

STRATA PLAN VIS28/1

WHARNCLIFFE ROAD



5 TWO STOREY
STRATA UNITS

A PLAN VIP56502

4 TWO STOREY
STRATA UNITS

PLAN
VIS 718

1
PLAN
33329

All distances are in metres and decimals thereof.

Certified correct this 14 day of June 1993

Richard Derek Wright

B.C.L.S.

WRIGHT PARRY TAYLOR & FULLER
715 CANADA AVENUE
DUNCAN, B.C.

9143-SP

Plan #: VIS2811 App #: N/A Crt #:.

SECOND SHEET
SHEET 3 OF 7 SHEETS

CONDOMINIUM ACT

Registered Owner:

STRATA PLAN VIS2811

LOT NO.	SHEET NO.	FORM 1	FORM 2	FORM 3
		SCHEDULE OF UNIT ENTITLEMENT	SCHEDULE OF INTEREST UPON DESTRUCTION	SCHEDULE OF VOTING RIGHTS
		Unit Entitlement	Interest Upon Destruction	Number of Votes
1	3	112	112	1
2	3	111	111	1
3	3	111	111	1
4	3	111	111	1
5	3	111	111	1
6	3	111	111	1
7	3	111	111	1
8	3	111	111	1
9	3	111	111	1
AGGREGATE		1000	1000	9

Clayton F Leek Accepted as to Forms 1, 2, and 3.
Clayton Francis Leek Dated this 29 day of June, 1993.

[Signature]
Witness as to signature

[Signature]
Superintendent of Real Estate

B.C.L.S.
Occupation

Duncan B.C.
Address

Mortgagee:
Edward Frank Walters

E.F. Walters
Authorized Signatory

R.C. DiBella
Witness as to signatures

Lawyer
Occupation

103-1006 Fort St.
Address U.C. Title AL UBU 3109
(604) - 382 9202

STATUTORY DECLARATION

I, the undersigned, do solemnly declare that
(1) I am the owner/developer.
(2) The Strata Plan is entirely for residential use.

I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

Clayton F Leek
Clayton Francis Leek

Declared before me at Duncan in the Province of British Columbia this 14 day of June, A.D., 1993.

[Signature]
Commissioner for taking Affidavits for British Columbia.

Certified correct this 14 day of June 1993

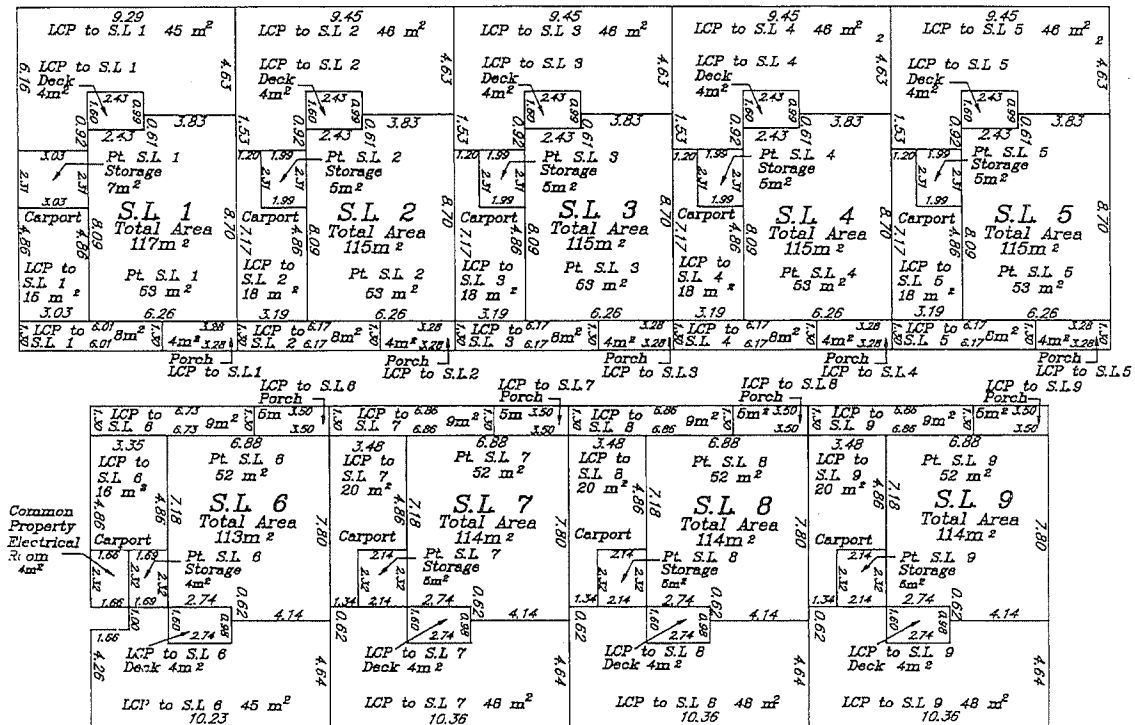
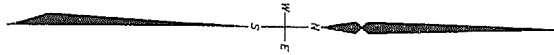
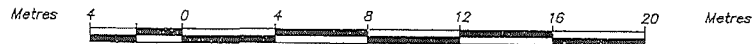
[Signature]
Richard Derek Wright B.C.L.S.

GROUND FLOOR

Scale = 1:200

THIRD SHEET
SHEET 4 OF 7 SHEETS

STRATA PLAN VIS2811



Certified correct this 14 day of June 1993

All distances are in metres and decimals thereof.

Richard Derek Wright

B.C.L.S.

WRIGHT PARRY TAYLOR & FULLER
715 CANADA AVENUE
DUNCAN, B.C.

FILE 9143-SP3

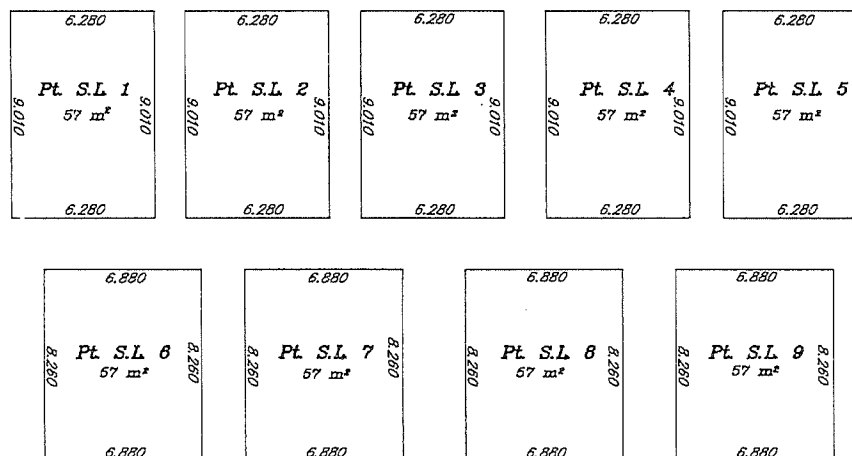
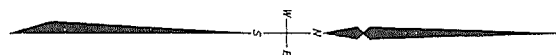
SECOND FLOOR

Scale = 1:200

SHEET 5 OF 7 SHEETS

STRATA PLAN VIS2811

Metres 4 0 4 8 12 16 20 Metres



All distances are in metres and decimals thereof.

Certified correct this 14 day of June 1993

Richard Derek Wright

B.C.L.S.

WRIGHT PARRY TAYLOR & FULLER
 715 CANADA AVENUE
 DUNCAN, B.C.

9143-SP4

STRATA PLAN VTS2811

[illegible]

Richard Derek Wright

B.C.L.S.

SHEET 7 OF 7 SHEETS

STRATA PLAN VIS2811

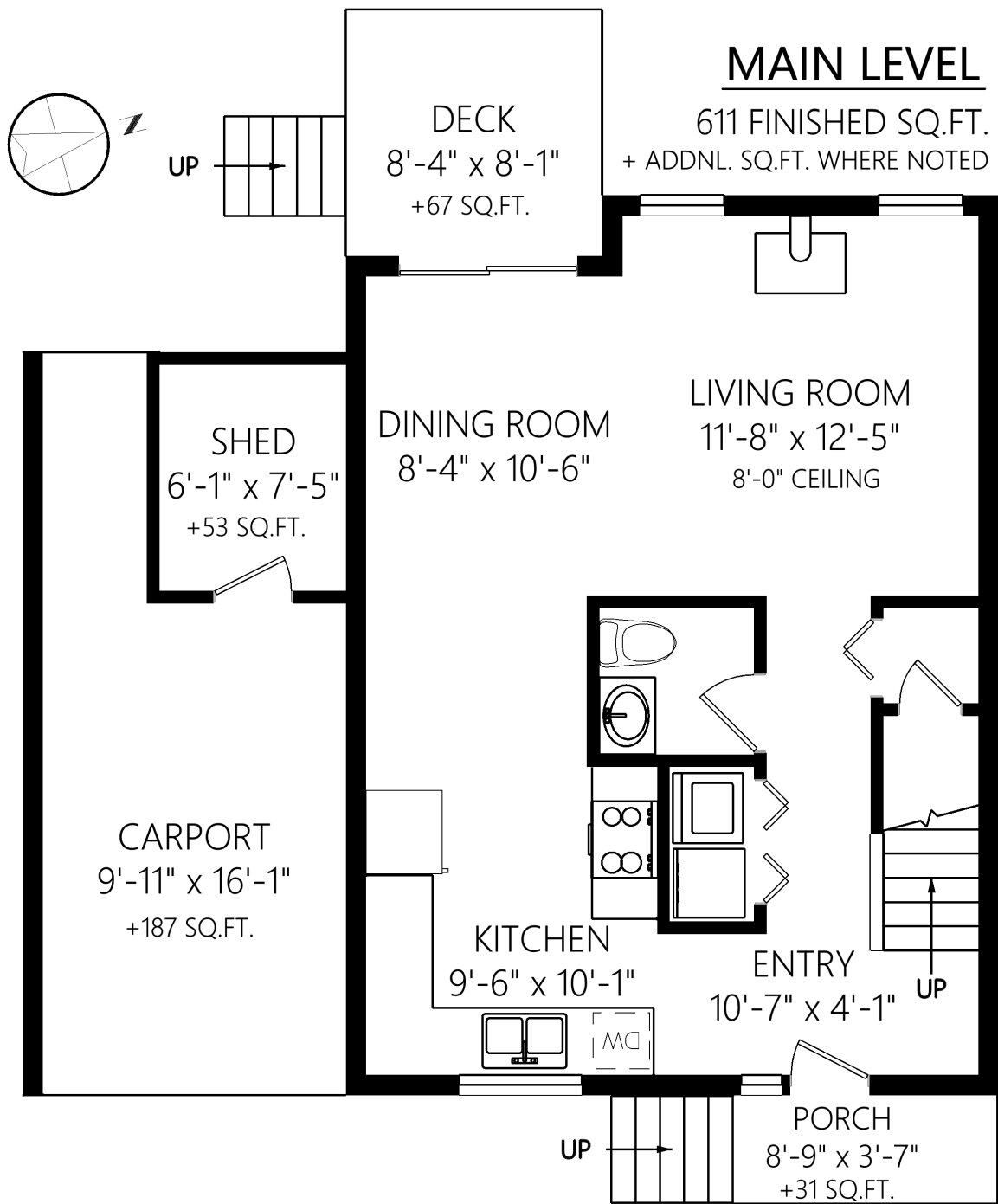
DEALINGS AFFECTING THE COMMON PROPERTY			
REGISTRATION		DOCUMENTS	
NUMBER	DATE	TIME	NATURE AND PARTICULARS
EG57948	14.5.1993		Covenant The Corporation of the City of Duncan and Her Majesty the Queen
	14:52		In Right of the Province of British Columbia
			Section 215 L.T.A. inter alia
EG100151	3.8.1993		Statutory Right of Way City of Duncan
	10:55		Part

Certified correct this 14 day of June 1993



Richard Derek Wright

B.C.L.S.



Floor plan is from a similar unit, room sizes may not be accurate, measure if important

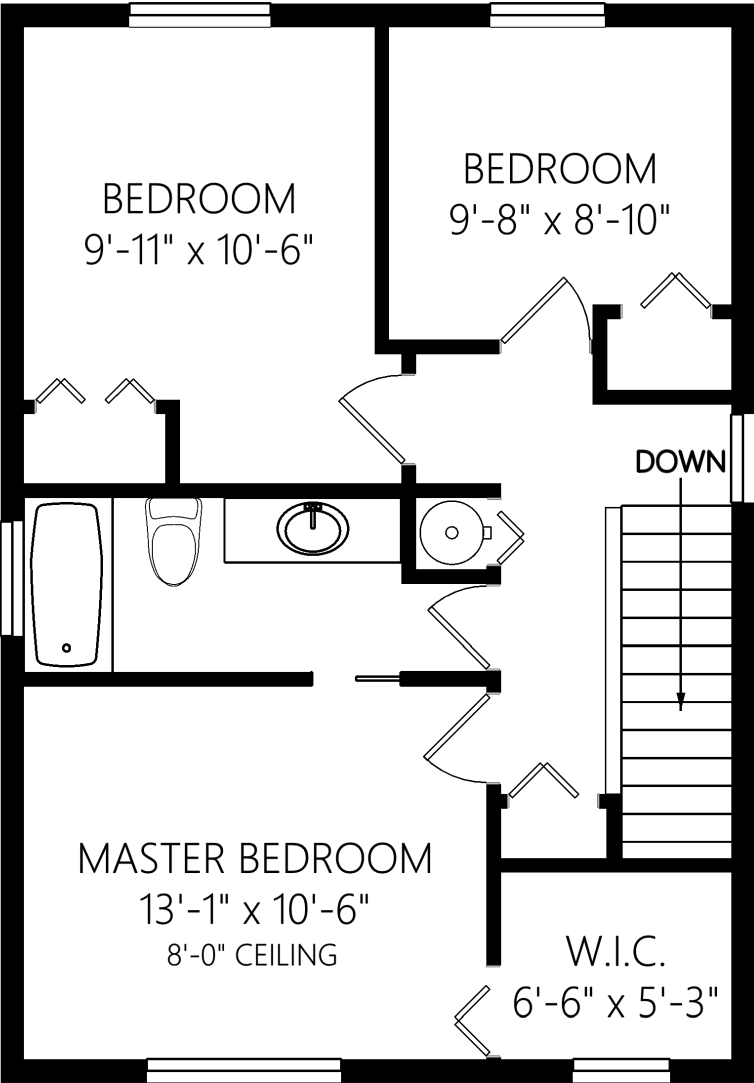
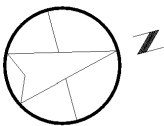
	Fin. Sq.Ft.	UnFin. Sq.Ft.	Total Sq.Ft.
Main Level	611	0	611
Upper Level	643	0	643
Total	1254	0	1254

Shown length and width dimensions are approximate.
Area sq.ft. is representative of the on-site measurements. (1" accuracy)

UPPER LEVEL

643 FINISHED SQ.FT.

+ ADDNL. SQ.FT. WHERE NOTED



Floor plan is from a similar unit, room sizes may not be accurate, measure if important

	Fin. Sq.Ft.	UnFin. Sq.Ft.	Total Sq.Ft.
Main Level	611	0	611
Upper Level	643	0	643
Total	1254	0	1254

Shown length and width dimensions are approximate.
Area sq.ft. is representative of the on-site measurements. (1" accuracy)



Figures, Calculations, and Representations are for indicative and promotional purpose only.
VI Standard Real Estate Services Inc. will not be liable for any damages of any kind arising from the mis-use of this information.

93 MY 14 19 58 0

EG057948

RECEIVED
LAND TITLE OFFICE

OCTOBER 1993

050004

LAND TITLE ACT
FORM C
(Section 219.81)
Province of British Columbia
GENERAL INSTRUMENT - PART 1

(3)

PAGE 1 OF 5 PAGES

EG057949

Reference No.: 1837flood.cov

1. APPLICATION:

Richard D. Wright, BCLS, CLS, Notary Public
715 Canada Avenue, Duncan, BC V9L 1V1
Phone 748-5883

Signature of Applicant, Solicitor or Agent

Shane Southwell

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION OF LANDS:*

NO PID NUMBER LOT A, SECTION 16, RANGE 7, QUAMICHAN DISTRICT, PLAN VIP 56502.

3. NATURE OF INTEREST:*

Description	Document Reference	Person Entitled to Interest
SECTION 215 COVENANT	PAGES 3 & 4 PARA. 4 (a-m)	TRANSFeree

Covenant > PRIORITY AGREEMENT granting
COVENANT NO. EG 57948
priority over Mortgage No.
EG23324

PAGE 5 PARA. 5

Owner: Covenant No. EG 57948.

4. TERMS: Part 2 of this instrument consists of (select one only)

- (a) Filed Standard Charge Terms D.F. No.
(b) Express Charge Terms X Annexed as Part 2
(c) Release There is no Part 2 of this instrument
A selection of (a) includes any additional or modified terms referred to in item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S):*

CLAYTON FRANCIS LEEK, (Covenant)
EDWARD FRANK WALTERS (Priority)

05/14/93 B1393c CHARGE 100.00


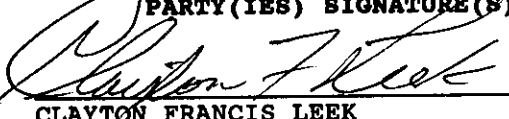
6. TRANSFeree(S):*

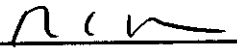

THE CORPORATION OF THE CITY OF DUNCAN, a Municipal Corporation duly incorporated in the Province of British Columbia, and having its offices at Box 820, 200 Craig Street, Duncan, BC V9L 3Y2 and
HER MAJESTY THE QUEEN in Right of the Province of British Columbia as represented by the Minister of Environment, Lands and Parks

7. ADDITIONAL OR MODIFIED TERMS:*

N/A

8. **EXECUTIONS(S):** **This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

OFFICER SIGNATURES	EXECUTION DATE	PARTY(IES) SIGNATURE(S)
 _____	<u>93/04/29</u>	 CLAYTON FRANCIS LEEK (COVENANT)

 _____	<u>93/04/16</u>	 EDWARD FRANK WALTERS (PRIORITY)
R.C. DI BELLA BARRISTER & SOLICITOR 103 - 1006 Fort Street Victoria, B.C. V8V 3K4 (604) 382-9282		

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1979, c.116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.
*If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
** If space insufficient, continue executions on additional pages(s) in Form D.

**TERMS OF INSTRUMENT
PART II**

WHEREAS:

1. The Transferor is the registered owners of all and singular that certain piece, parcel, or tract of land and premises, situate, lying, and being in the Province of British Columbia and being more particularly known and described as:

NO PID NUMBER

LOT A

SECTION 16

RANGE 7

QUAMICHAN DISTRICT

PLAN VIP 56502.

(hereinafter referred to as the "Land")

2. The Transferees have informed the Transferor that the Land may be subject to periodic flooding, but nevertheless the Transferor desires to place, construct and/or occupy and use buildings upon the Land;

3. The Transferor is willing to restrict and limit the use of the Land on the terms and conditions and for the purposes hereinafter set forth.

4. NOW THEREFORE, in consideration of the premises and the covenants hereinafter contained and for other valuable consideration the receipt and sufficiency of which is hereby acknowledged, and pursuant to Section 215 of the Land Title Act of British Columbia, the Transferor **DOES HEREBY COVENANT AND AGREE** to and with the Transferees as follows:

- a) hereinafter, no area used for habitation, business or storage of goods damageable by floodwaters shall be located within any building at an elevation such that the underside of the floor system thereof is less than 8.7 metres Geodetic Survey of Canada Datum;

- b) the required elevation may be achieved by structural elevation of the said habitable, business or storage area or by adequately compacted landfill on which any building is to be constructed or manufactured home located, or by a combination of both structural elevation and landfill. No area below the required elevation shall be used for the installation of furnaces or other fixed equipment susceptible to damage by floodwater;
- c) the Transferor and his successors in title **DO HEREBY RELEASE AND FOREVER DISCHARGE** the Transferees of and from any claim, cause of action, suit or demand whatsoever which they can or may have against the Transferee for any loss or damage or injury that they may sustain or suffer arising out of the flooding of the Land or the slippage of soil or other material onto or within the Land;
- d) the Transferor and his successors in title **COVENANT AND AGREE** to indemnify and save harmless the Transferees from any and all claims, cause of action, suit or demand whatsoever that anyone might have as owner, occupier or user of the Land that arises out of the flooding of the Land or the slippage of soil or other material onto or on or within the Land;
- e) neither the Transferor or his successors in title, now or at any time, require or have any claim that the Transferees do any work or take any action to protect the Land from flooding or from land slide;
- f) the Transferor shall pay all of the costs and expenses of performing the obligations herein created;
- g) the Transferor shall reimburse the Transferees for its legal costs in reviewing the Covenant;
- h) the Transferor shall, upon the reasonable request of the Transferees make, do, execute or cause to be made, done or executed all such further and lawful acts, deeds, documents herein contained, and for obtaining the registration of this document in the Land Title Office at Victoria and, for that purpose, shall obtain the consents as may be required from other persons having a registered interest in the Land for the purpose of obtaining registration of this document;
- i) the Transferor covenants for himself, his heirs, executors, successors in title and assigns, that he will at all times perform and observe the restrictions herein contained and set out and the covenants to be performed;
- j) the restrictions and covenants herein contained shall be covenants running with the land and shall be perpetual, and shall be registered in the Land Title Office at Victoria under Section 215 of the Land Title Act as covenants in favour of the Transferees;

5

- k) the Transferees may, at any time and without the consent of the Transferor or anyone, release or cause to be released this Agreement and the Covenant herein contained from registration as a charge against title to the Land at the Victoria Land Title Office and upon such release this Agreement and the Covenant herein contained shall be discharged and of no further force and effect;
- l) the Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns;
- m) wherever the expression "Transferor" is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require.

5. I, EDWARD FRANK WALTERS, in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada, (the receipt and sufficiency of which is hereby acknowledged) hereby grant to the aforesaid Covenant priority to a Charge registered in my favour under number EG23324.

END OF DOCUMENT

↓ Dec 26, 1993 /
noted & paid
EG23324

INFORMATION ABOUT THE PROPERTY DISCLOSURE STATEMENT **STRATA TITLE PROPERTIES (NON-BARE LAND STRATAS)**

THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE PROPERTY DISCLOSURE STATEMENT.

EFFECT OF THE PROPERTY DISCLOSURE STATEMENT

The Property Disclosure Statement will not form part of the Contract of Purchase and Sale unless so agreed by the buyer and the Seller. This can be accomplished by inserting the following wording in the Contract of Purchase and Sale:

“The attached Property Disclosure Statement dated (date)
is incorporated into and forms part of this contract.”

ANSWERS MUST BE COMPLETE AND ACCURATE

The Property Disclosure Statement is designed, in part, to protect the seller by establishing that all relevant information concerning the property has been provided to the buyer. It is important that the seller not answer “do not know” or “does not apply” if, in fact, the seller knows the answer. An answer must provide all relevant information known to the seller. In deciding what requires disclosure, the seller should consider whether the seller would want the information if the seller was a potential buyer of the Unit.

BUYER MUST STILL MAKE THE BUYER'S OWN INQUIRIES

The buyer must still make the buyer's own inquiries after receiving the Property Disclosure Statement. Each question and answer must be considered, keeping in mind that the seller's knowledge of the Unit and the Development may be incomplete. Additional information can be requested from the seller or from an independent source such as the Municipality or Regional District. The buyer can hire an independent, licensed inspector or other professional to examine the Unit or the Development and/or improvements to determine whether defects exist and to provide an estimate of the cost of repairing problems that have been identified on the Property Disclosure Statement or on an inspection report.

SIX IMPORTANT CONSIDERATIONS

1. The seller is legally responsible for the accuracy of the information which appears on the Property Disclosure Statement. Not only must the answers be correct, but they must be complete. The buyer will rely on this information when the buyer contracts to purchase the property. Even if the Property Disclosure Statement is not incorporated into the Contract of Purchase and Sale, the seller will still be responsible for the accuracy of the information on the Property Disclosure Statement if it caused the buyer to agree to buy the Unit.
2. The buyer must still make the buyer's own inquiries concerning the Unit in addition to reviewing a Property Disclosure Statement, recognizing that, in some cases, it may not be possible to claim against the seller, if the seller cannot be found or is insolvent.
3. Anyone who is assisting the seller to complete a Property Disclosure Statement should take care to see that the seller understands each question and that the seller's answer is complete. It is recommended that the seller complete the Property Disclosure Statement in the seller's own writing to avoid any misunderstanding.
4. If any party to the transaction does not understand the English language, consider obtaining competent translation assistance to avoid any misunderstanding.
5. The buyer should personally inspect both the parking space(s) and storage locker(s) assigned to the Unit.
6. “Unit” is defined as the living space, including limited common property, being purchased. “Common Property” includes buildings or spaces accessible to all owners. “Lands” is defined as the land upon which the Unit, all other strata lots and Common Property are constructed. “Development” is defined as the Lands, the Unit and all other strata lots and Common Property.

PROPERTY DISCLOSURE STATEMENT

STRATA TITLE PROPERTIES

(NON-BARE LAND STRATAS)

PAGE 1 of 6 PAGES



Date of disclosure: January 19 2024

The following is a statement made by the Seller concerning the property or strata unit located at:

ADDRESS/STRATA UNIT #: 1085 Wharncliffe Road Duncan BC V9L 2K6 (the "Unit")

THE PROPERTY CONTAINS THE FOLLOWING BUILDINGS:

☒ Principal Residence _____ Residence(s) _____ Barn(s) _____ Shed(s)
 _____ Other Building(s) Please describe _____

THE SELLER IS RESPONSIBLE for the accuracy of the answers on this Property Disclosure Statement and where uncertain should reply "Do Not Know."
 This Property Disclosure Statement constitutes a representation under any Contract of Purchase and Sale if so agreed, in writing, by the seller and the buyer. "Unit" is defined as the living space, including related limited common property, being purchased. "Common Property" includes buildings or spaces accessible to all owners. "Lands" is defined as the land upon which the Unit, all other strata lots and Common Property are constructed. "Development" is defined as the Lands, the Unit and all other strata lots and Common Property.

THE SELLER SHOULD INITIAL
THE APPROPRIATE REPLIES.

YES

NO

DO NOT
KNOW

DOES NOT
APPLY

1. LAND

A. Are you aware of any past or present underground oil storage tank(s) in or on the Development?				
B. Are you aware of any existing tenancies, written or oral?				
C. Are you aware of any current or pending local improvement levies/charges?				
D. Are you aware of any pending litigation or claim affecting the Development or the Unit from any person or public body?				

2. SERVICES

A. Please indicate the water system(s) the Development uses: <input type="checkbox"/> A water provider supplies my water (e.g., local government, private utility) <input type="checkbox"/> I have a private groundwater system (e.g., well) <input type="checkbox"/> Water is diverted from a surface water source (e.g., creek or lake) <input type="checkbox"/> Not connected Other _____				
B. If you indicated in 2.A. that the Development has a private groundwater or private surface water system, you may require a water licence issued by the provincial government.				
(i) Do you have a water licence for the Development already?				
(ii) Have you applied for a water licence and are awaiting response?				

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BUYER'S INITIALS

<i>DMA</i>	<i>WLA</i>	
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SELLER'S INITIALS

January 19 2024

PAGE 2 of 6 PAGES

DATE OF DISCLOSURE

ADDRESS/STRATA UNIT #: 1085 Wharncliffe Road Duncan BC V9L 2K6

2. SERVICES (continued)

	YES	NO	DO NOT KNOW	DOES NOT APPLY
C. Are you aware of any problems with the water system?				
D. Are you aware of any problems with the sanitary sewer system?				

3. BUILDING Respecting the Unit and Common Property

A. Has a final building inspection been approved or a final occupancy permit been obtained?				
B. Has the fireplace, fireplace insert, or wood stove installation been approved: (i) <input type="checkbox"/> by local authorities? (ii) <input type="checkbox"/> by a WETT certified inspector?				
C. (i) Is this Unit occupied, or has this Unit been previously occupied?				
(ii) Are you the "owner developer" as defined in the <i>Strata Property Act</i> ?				
D. Does the Unit have any equipment leases or service contracts: e.g., security systems, water purification, etc.?				
E. Are you aware of any additions or alterations made without a required permit: e.g., building, electrical, gas, etc.?				
F. Are you aware of any structural problems with any of the buildings in the Development?				
G. Are you aware of any problems with the heating and/or central air conditioning system?				
H. Are you aware of any damage due to wind, fire or water?				
I. Are you aware of any infestation or unrepaired damage by insects, rodents or bats?				
J. Are you aware of any leakage or unrepaired damage?				
K. Are you aware of any problems with the electrical or gas system?				
L. Are you aware of any problems with the plumbing system?				
M. Are you aware of any pet restrictions?				
N. Are you aware of any rental restrictions?				
O. Are you aware of any age restrictions?				
P. Are you aware of any other restrictions? If so, provide details on page 6, Section 5. ADDITIONAL COMMENTS AND/OR EXPLANATIONS				

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BUYER'S INITIALS

Authentisign DMA	Authentisign WLA	
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SELLER'S INITIALS

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January 19 2024

PAGE 3 of 6 PAGES

DATE OF DISCLOSURE

ADDRESS/STRATA UNIT #: 1085 Wharncliffe Road Duncan BC V9L 2K6

3. BUILDING Respecting the Unit and Common Property (continued)	YES	NO	DO NOT KNOW	DOES NOT APPLY
Q. Are you aware of any special assessment(s) voted on or proposed?				
R. Have you paid any special assessment(s) in the past 5 years?				
S. Are you aware of any agreements that provide for future payment or possible payment of monies to you in your capacity as the current owner of the Unit?				
T. Are you aware of any pending strata corporation policy or bylaw amendment(s) which may alter or restrict the uses of the Unit?				
U. Are you aware of any problems with the swimming pool and/or hot tub?				
V. Are you aware of any additions, alterations or upgrades made to the Unit that were not installed by the original developer?				
W. Are there any agreements under which the owner of the Unit assumes responsibility for the installation and/or maintenance of alterations to the Unit or Common Property?				
X. Was this Unit constructed by an "owner builder," as defined in the <i>Homeowner Protection Act</i> , within the last 10 years? If yes, attach required Owner Builder Disclosure Notice.				
Y. Is this Unit or related Common Property covered by home warranty insurance under the <i>Homeowner Protection Act</i> ?				
Z. Is there a current "EnerGuide for Houses" rating number available for this unit? If so, what is the rating number? _____ When was the energy assessment report prepared? _____				
AA. Nature of Interest/Ownership: <input type="checkbox"/> Freehold <input type="checkbox"/> Time Share <input type="checkbox"/> Leasehold <input type="checkbox"/> Undivided <input type="checkbox"/> Cooperative				
BB. Management Company _____ Name of Manager _____ Telephone _____ Address _____				
CC. If self managed: Strata Council President's Name _____ Telephone _____ Strata Council Secretary Treasurer's Name _____ Telephone _____				

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BUYER'S INITIALS

Authentisign DMA	Authentisign WLA	
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SELLER'S INITIALS

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January 19 2024

PAGE 4 of 6 PAGES

DATE OF DISCLOSURE

ADDRESS/STRATA UNIT #: 1085 Wharncliffe Road Duncan BC V9L 2K6

3. BUILDING Respecting the Unit and Common Property (continued)

YES

NO

CAN BE OBTAINED FROM:

DD. Are the following documents available?

Bylaws

Rules/Regulations

Year-to-date Financial Statements

Current Year's Operating Budget

All Minutes of Last 24 Months Including Council, Special and AGM Minutes

Engineer's Report and/or Building Envelope Assessment

Strata Plan

Depreciation Report

Reserve Fund Study

Summary of Insurance Coverages (including premium)

EE. What is the monthly strata fee? \$ _____

Does this monthly fee include:

YES

NO

DO NOT
KNOW

DOES
NOT
APPLY

YES

NO

DO NOT
KNOW

DOES
NOT
APPLY

Management?

Recreation?

Heat?

Cable?

Hot Water?

Gardening?

Gas Fireplace?

Caretaker?

Garbage?

Water?

Sewer?

Other?

FF. (i) Number of Unit parking stalls included _____ and specific numbers _____

(ii) Are these: ☐ (a) Limited Common Property?

☐ (b) Common Property?

☐ (c) Rented?

☐ (d) Long Term Lease?

☐ (e) Other?

GG. (i) Storage Locker? ☐ Yes ☐ No

Number(s) _____

(ii) Are these: ☐ (a) Limited Common Property?

☐ (b) Common Property?

☐ (c) Rented?

☐ (d) Long Term Lease?

☐ (e) Other?

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BUYER'S INITIALS

Authentisign DMA	Authentisign WLA	
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SELLER'S INITIALS

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January 19 2024

PAGE 5 of 6 PAGES

DATE OF DISCLOSURE

ADDRESS/STRATA UNIT #: 1085 Wharncliffe Road Duncan BC V9L 2K6

3. BUILDING Respecting the Unit and Common Property (continued)

	YES	NO	DO NOT KNOW	DOES NOT APPLY
HH. To the best of your knowledge, has the Unit been tested for radon? (i) If yes, was the most recent test: <input type="checkbox"/> short term or <input type="checkbox"/> long term (more than 90 days) Level: _____ <input type="checkbox"/> bq/m3 <input type="checkbox"/> pCi/L on _____ date of test (DD/MM/YYYY)				
II. Is there a radon mitigation system in the Unit?				
(i) If yes, are you aware of any problems or deficiencies with the radon mitigation system in the Unit?				
JJ. To the best of your knowledge, has the Common Property been tested for radon? (i) If yes, was the most recent test: <input type="checkbox"/> short term or <input type="checkbox"/> long term (more than 90 days) Level: _____ <input type="checkbox"/> bq/m3 <input type="checkbox"/> pCi/L on _____ date of test (DD/MM/YYYY)				
KK. Is there a radon mitigation system for the Common Property?				
(i) If yes, are you aware of any problems or deficiencies with the radon mitigation system for the Common Property?				

4. GENERAL

A. Are you aware if the Unit, or any other unit, or the Development has been used to grow cannabis (other than as permitted by law) or to manufacture illegal substances?				
B. Are you aware of any latent defect in respect of the Development? <i>For the purposes of this question, "latent defect" means a defect that cannot be discerned through a reasonable inspection of the Development that renders the Development: (a) dangerous or potentially dangerous to occupants; or (b) unfit for habitation.</i>				
C. Are you aware of any existing or proposed heritage restrictions affecting the Development (including the Development being designated as a "heritage site" or as having "heritage value" under the <i>Heritage Conservation Act</i> or municipal legislation)?				
D. Are you aware of any existing or proposed archaeological restrictions affecting the Development (including the Development being designated as an archaeological site or as having archaeological value under applicable law)?				

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BUYER'S INITIALS

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January 19 2024

PAGE 6 of 6 PAGES

DATE OF DISCLOSURE

ADDRESS: 1085 Wharncliffe Road Duncan BC V9L 2K6

5. ADDITIONAL COMMENTS AND/OR EXPLANATIONS (Use additional pages if necessary)

The sellers have never lived in this unit.

The tenants advised that they do not use the gas fireplace and there is no representation that it meets current standards or is functional.

Over the years the tenants have observed the odd rat in the storage unit attached to the carport. Not sure if access is through the door into the storage room or from other units in the complex as the roof framing is open to adjoining unit.



The Seller states that the information provided is true, based on the Seller's current actual knowledge as of the date on page 1. Any important changes to this information made known to the Seller will be disclosed by the Seller to the Buyer prior to closing. The Seller acknowledges and agrees that a copy of this Property Disclosure Statement may be given to a prospective Buyer.

PLEASE READ THE INFORMATION PAGE BEFORE SIGNING.

 Darrin Michael Austin 01/19/24

SELLER(S) Darrin Michael Austin

 Wendy Louise Austin 01/19/24

SELLER(S) Wendy Louise Austin

SELLER(S)

The Buyer acknowledges that the Buyer has received, read and understood a signed copy of this Property Disclosure Statement from the Seller or the Seller's brokerage on the _____ day of _____ yr _____.

The prudent Buyer will use this Property Disclosure Statement as the starting point for the Buyer's own inquiries.

The Buyer is urged to carefully inspect the Development and, if desired, to have the Development inspected by a licensed inspection service of the Buyer's choice.

The Buyer acknowledges that all measurements are approximate. The Buyer should obtain a strata plan drawing from the Land Title Office or retain a professional home measuring service if the Buyer is concerned about the size.

BUYER(S)

BUYER(S)

BUYER(S)

The Seller and the Buyer understand that neither the Listing nor Selling Brokerages or their Managing Brokers, Associate Brokers or Representatives warrant or guarantee the information provided about the strata Unit or the Development.

*PREC represents Personal Real Estate Corporation

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1085 WHARNCLIFFE RD DUNCAN V9L 2K6

Area-Jurisdiction-Roll: 04-207-0621-00-13



04-207-06210013 10/27/2015

Total value **\$461,300**

2024 assessment as of July 1, 2023

Previous year value \$396,000

Property information

Year built	1993
Description	Strata Townhouse
Bedrooms	3
Baths	2
Carports	C
Garages	
Land size	1237 Sq Ft
First floor area	
Second floor area	
Basement finish area	
Strata area	1,173
Building storeys	2
Gross leasable area	
Net leasable area	
No. of apartment units	

Legal description and parcel ID

STRATA LOT 3, PLAN VIS2811, SECTION 16, RANGE 7, QUAMICHAN LAND DISTRICT, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1 OR V, AS APPROPRIATE

PID: 018-326-765

Sales history (last 3 full calendar years)

No sales history for the last 3 full calendar years

Manufactured home

Width
Length
Total area

Register with BC Assessment



Search properties on a map



Compare property information and assessment values



Store and access favourite properties across devices



View recently viewed properties

Medium Density Residential Zone

MDR

4.5 Intent

- 4.5.1 The intent of the Medium Density Residential (MDR) *zone* is to permit a mix of housing types and provide for *multi-unit rowhouse dwellings* and *multi-unit dwellings* that accommodate a variety of *building* forms up to four (4) *storeys* in *height*.

4.6 Permitted Uses

- 4.6.1 The *uses* permitted in the MDR *zone* are as follows:

Principal Uses	Accessory Uses
Community Care Facility Dwelling, Multi-Unit Dwelling, Multi-Unit Rowhouse	Home-Based Business

4.7 Development Regulations

- 4.7.1 Development in the MDR *zone* is subject to the following:

Development Criteria	Regulations		
Maximum <i>Parcel Coverage</i>	50% for all <i>buildings</i> and <i>structures</i> combined		
Minimum <i>Floor Area Ratio</i>	0.5:1		
Maximum <i>Floor Area Ratio</i>	Base Density	Bonus Density I	Bonus Density II
	1.2:1	1.4:1	1.6:1
Amenities Required for Bonus Density I	A density bonus of up to 0.2 above the base density is permitted if the developer enters a <i>housing agreement</i> with the <i>City</i> , to require that a minimum of 30% of the <i>dwelling units</i> in the entire development are rental or <i>affordable housing</i> units, for a period of at least five (5) years.		

Amenities Required for Bonus Density II	<p>A density bonus of up to 0.4 above the base density is permitted if at least one of the following conditions are met:</p> <ul style="list-style-type: none"> (i) The developer enters a <i>housing agreement</i> with the <i>City</i> to require that a minimum of 75% of the <i>dwelling units</i> in the entire development are rental units or <i>affordable housing</i> units for a period of at least ten (10) years; (ii) 100 % of the required parking spaces for the entire development are located underground or within a parking <i>structure</i> incorporated into the design of the <i>building</i>; or (iii) The entire development achieves or exceeds British Columbia Energy Step Code Level 3 energy efficiency requirements.
Parcel Access	Where a <i>parcel</i> abuts a <i>lane</i> intended for <i>motor vehicle</i> access to a <i>parcel</i> , access must only be from the <i>lane</i> .

Principal Building		Regulations
Maximum Height		14 m (4 habitable storeys)
Minimum Height		2 habitable storeys
Minimum Parcel Line Setback	Front	3 m
	Rear	10 m where driveway access and parking is located behind the <i>principal building</i> . 4 m where 100% of parking is provided beneath a <i>principal building</i> .
	Side, Interior	1.5 m
	Side, Exterior	3 m
Maximum Parcel Line Setback	Front	6 m
	Side, Exterior	4 m
Minimum Garage Setback		6 m where the garage door is facing a <i>highway</i> .
Accessory Buildings and Structures		Regulations
Maximum Height		5 m
Minimum Parcel Line Setback	Front	4 m
	Rear	1.2 m
	Side, Interior	1.2 m
	Side, Exterior	4 m

4.7.2 A single unit or two unit dwelling to which this section applies may be rebuilt for a residential use if it is damaged to the extent of 75% or more of its value above the foundation, despite any rule in the *Local Government Act* that would limit the use of the building if rebuilt, provided that its *floor area* is not increased and the number of *dwelling units* in the building is not increased.









4.8 Conditions of Use and Subdivision Regulations

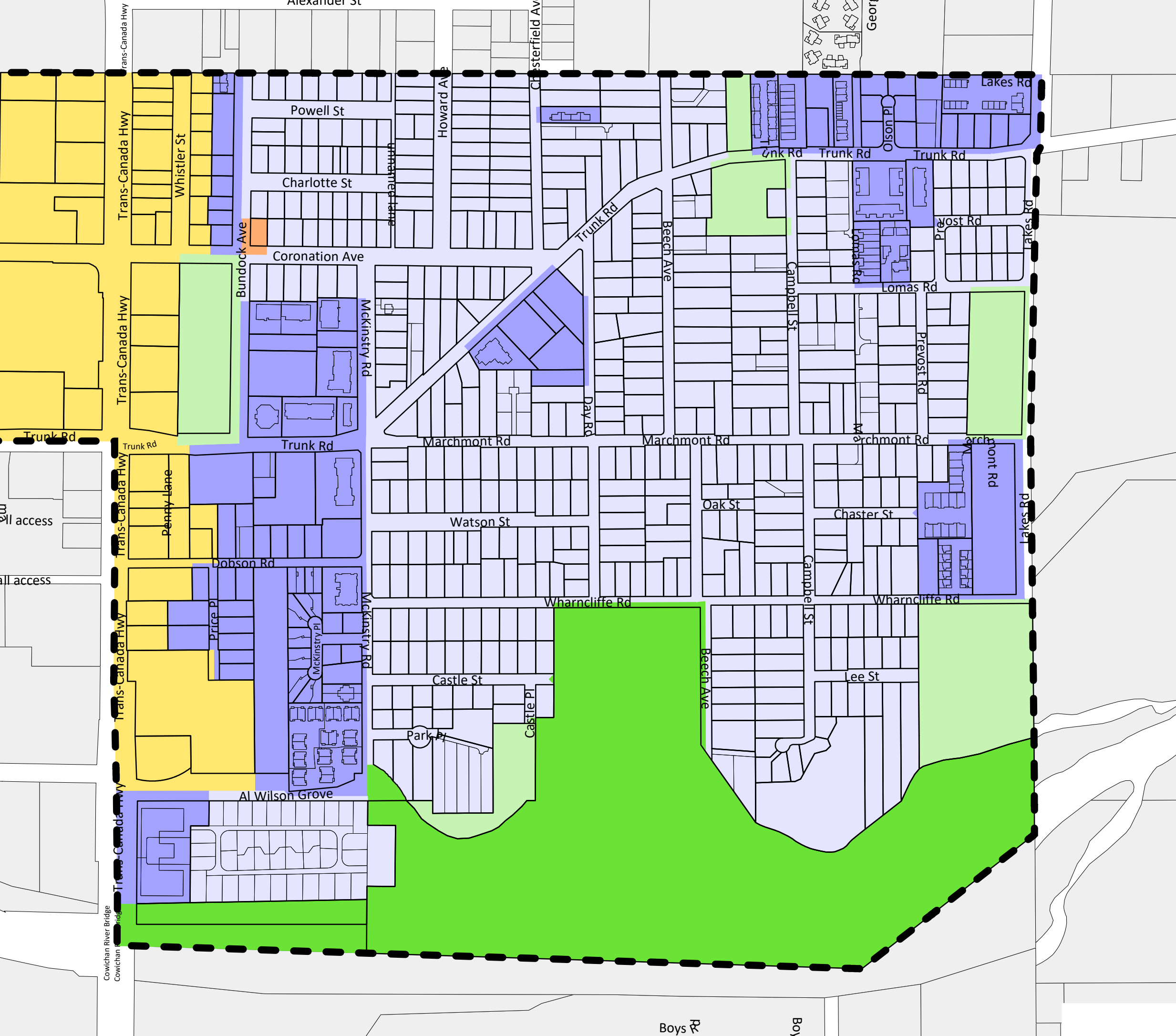
4.8.1 Permitted uses within the MDR zone are subject to the following conditions of use:

Parcel Area and Frontage by Use	Conditions	
Minimum Parcel Area for Multi-Unit Dwellings	600 m ²	
Minimum Parcel Frontage for Multi-Unit Dwellings	15 m	
Minimum Parcel Area for Rowhouse Dwelling	250 m ²	for a dwelling unit which shares a party wall with one (1) other dwelling unit and has one (1) exterior side yard.
	200 m ²	for a dwelling unit which shares a party wall with one (1) other dwelling unit and has one (1) interior side yard.
	150 m ²	for a dwelling unit which shares a party wall with two (2) other dwelling units.
Minimum Parcel Frontage for Rowhouse Dwelling	9 m	for a dwelling unit which shares a party wall with one (1) other dwelling unit and has one (1) exterior side yard.
	7.5 m	for a dwelling unit which shares a party wall with one (1) other dwelling unit and has one (1) Interior side yard.
	5 m	for a dwelling unit which shares a party wall with two (2) other dwelling units.

4.8.2 Despite Subsection 4.8.1, where the proposed use is a multi-unit rowhouse dwelling, subdivision shall only be permitted once the building is substantially commenced in accordance with an approved Development Permit and subsequent Building Permit.

City of Duncan Zoning Map

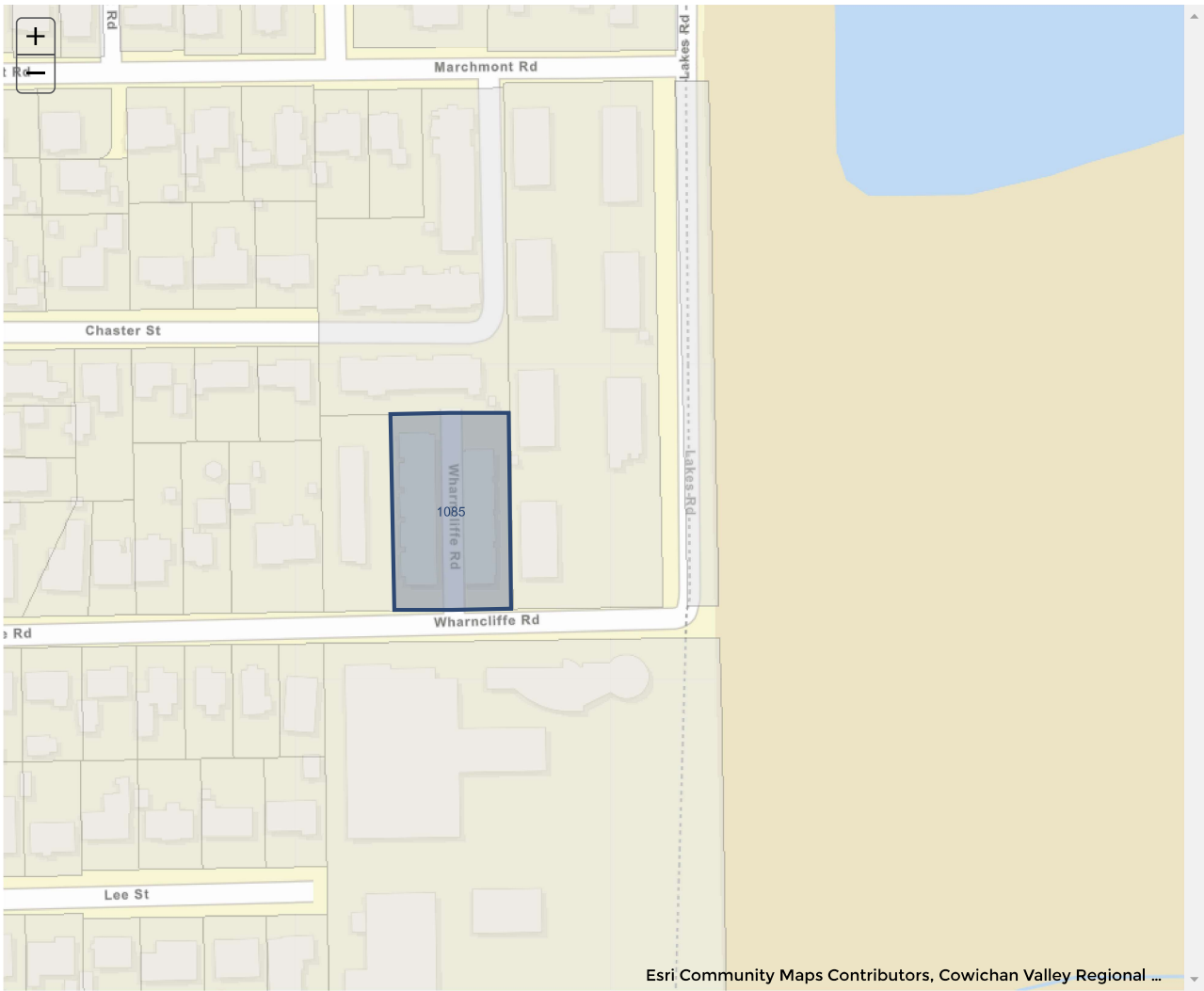
	Low Density Residential Zone - LDR
	Medium Density Residential Zone - MDR
	High Density Residential Zone - HDR
	Downtown Comprehensive Zone - DTC
	Neighbourhood Commercial Zone - NC
	Highway Corridor Commercial Zone - HCC
	Community Services Zone - CS
	Community Parks Zone - CP



Map

Neighbouring properties

Sample sold properties



Choose School

School(s) that serve 1011 - 1097 WHARNCLIFFE RD, DUNCAN [New Search](#)

Click on a school below to display that school's information on the right.

Elementary

K - 7 Alexander Elementary

Secondary

8 - 9 Quamichan School

10 - 12 Cowichan Secondary

School Information

Alexander Elementary

Name Alexander Elementary

Address 2471 Beverly Street Duncan, BC - V9L 3A3

Principal Ann Kissinger

Vice Principal Kelly Girvan

Phone (250) 748-8148

Fax (250) 748-3216

Capacity 405

Enrolment 0

Start time 08:45 AM

Closing time 02:28 PM

Portables 0

Wheelchair Yes

Comments

1 Strong Start Center

LEGEND

 Alexander Elementary



[Get Walking Directions](#)



<https://maps.google.com/maps?>

[Get Driving Directions](#)

[saddr=1011+WHARNCLIFFE+RD,+DUNCAN,BC&daddr=1097+](#)



Leaflet | © OpenS

While every effort has been made to provide accurate and current information, should there be any

Choose School

School(s) that serve 1011 - 1097 WHARNCLIFFE RD, DUNCAN [New Search](#)

Click on a school below to display that school's information on the right.

Elementary

K - 7 Alexander Elementary

Secondary

8 - 9 Quamichan School

10 - 12 Cowichan Secondary

School Information

Quamichan School

Name Quamichan School

Address 2515 Beverly St., Duncan, BC, V9L 3A5

Principal Claire Whitney

Vice Principal Darren Hart

Phone (250) 746-6168

Fax (250) 746-4539

Web page [Quamichan School](#)

Capacity 0

Enrolment 0

Start time 08:55 AM

Closing time 03:14 PM

Wheelchair Yes

LEGEND

 Quamichan School



[Get Walking Directions](#)



[://maps.google.com/maps?](#)

[Get Driving Directions](#)

[saddr=1011+WHARNCLIFFE+RD,+DUNCAN,BC&daddr=1097+](#)



While every effort has been made to provide accurate and current information, should there be any discrepancy, the School District has the final word.

Choose School

School(s) that serve 1011 - 1097 WHARNCLIFFE RD, DUNCAN [New Search](#)

Click on a school below to display that school's information on the right.

Elementary

K - 7 Alexander Elementary

Secondary

8 - 9 Quamichan School

10 - 12 Cowichan Secondary


School Information

Cowichan Secondary




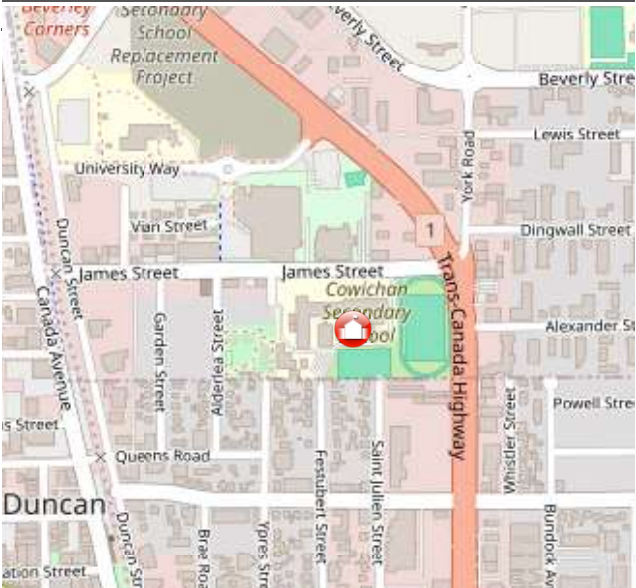
Name Cowichan Secondary
Address 2652 James St., Duncan, BC - V9L 2X2
Principal Darcy Hoff
Vice Principal Penny Butler/Lindy Thompson
Phone (250) 746-4435
Fax (250) 746-6168
Web page [Cowichan Secondary](#)
Capacity 1000
Start time 08:55 AM
Closing time 03:15 PM
Portables 10
Wheelchair Yes
Comments
Dual track French Immersion

LEGEND

 Cowichan Secondary

 [Get Walking Directions](#)

 <https://maps.google.com/maps?addr=1011+WHARNCLIFFE+RD,+DUNCAN,BC&daddr=1097+WHARNCLIFFE+RD,+DUNCAN,BC>



VICTORIA LAND TITLE OFFICE

Feb-24-2014 10:04:07.001

CA3603009

STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 2 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.

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*.

Hugh John Armstrong VDWU5G	Digitally signed by Hugh John Armstrong VDWU5G DN: c=CA, cn=Hugh John Armstrong VDWU5G, o=Lawyer, ou=Verify ID at www.juricert.com/LKUP.cfm? id=VDWU5G Date: 2014.02.24 09:51:09 -08'00'
----------------------------------	--

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

Hugh Armstrong Law Corp.

Lawyer & Notary Public

157 Trunk Road

Duncan

BC V9L 2P1

Phone: 250 746 4354

File No. G-1115

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:

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

NO PID NMBR STRATA PLAN VIS2811

Related Plan Number: **VIS2811**

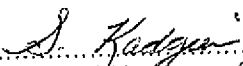
Strata Property Act
FORM I
AMENDMENT TO BYLAWS

(Section 128)

The Owners, Strata Plan VIS 2811 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 General Meeting held on February 11, 2014*.

"BE IT RESOLVED by a ¾ vote of owners, in person or by proxy, of VIS 2811, THAT the strata corporation amend its bylaw by inserting as bylaw 1(2) the following:

1(2) The strata corporation may charge interest at the rate of TEN (10%) PERCENT per annum, compounded annually, on all late assessments."


.....
Signature of Council Member *S. Kodgien*


.....
Signature of Second Council Member

* Section 128 (2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.

18 FEB 2010 11 21

FB331713

VICTORIA, BC

February 18, 2010

10F

Registrar,
Land Title Office
Victoria, BC

Please receive herewith the following document for filing:

VIS 2811 Bylaw Amendments



Signature Mike Quast

NAME OF APPLICANT: FREELANCE STRATA MANAGEMENT SERVICES LTD.

ADDRESS: #2D-2753 Charlotte Road, Duncan, BC V9L 5J2

TELEPHONE: (250) 748-1023

18 FEB 2010 11 22


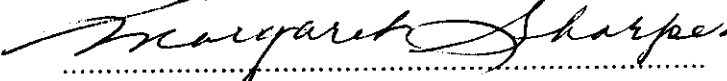
FB331713

Strata Property Act
FORM I
AMENDMENT TO BYLAWS

(Section 128)

The Owners, Strata Plan VIS 2811 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 general meeting held on January 25, 2010*.

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.....
Signature of Council Member
LINDA COZENS

.....
Signature of Second Council Member
MARGARET SHARPE.

- * Section 128 (2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.

Wharncliffe Mews

Strata Plan VIS 2811

c/o Freelance Strata Mgmt. 2D-2753 Charlotte Rd. Duncan, BC V9L 5J2

Amended January 2010

Division 1 — Duties of Owners, Tenants, Occupants and Visitors

Payment of strata fees

1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.

Repair and maintenance of property by owner

2 (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.

(2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

Use of property

3 (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets 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, or
- (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

(2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

(3) An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.

(4) An owner shall not keep, or allow to be kept, animals other than two small to medium, no more than 20kg dogs or two cats or one small to medium, no more than 20kg dog and one cat, caged birds, or any other pet approved by the strata council provided that if the strata council, on reasonable grounds, considers an otherwise permitted animal or bird to be a nuisance, such animal or bird shall not be kept in the strata lot after fifteen (15) days notice in writing to that effect is given to the owner of the strata lot where it is kept.

(a) An owner shall not permit or allow any animal to defecate on common property or run unleashed thereon. All cats must be indoor house cats.

(b) An owner shall not lease his or her strata lot to lessees with unauthorized pets.

(c) Visitor's animals brought on the common property or limited common property shall be subject to the same rules as apply to an owner's animals. Each owner shall be fully responsible for animals accompanying their visitors.

(d) An owner shall not allow their dog to bark excessively so as to bother other owners conducive to City of Duncan Noise By-Laws.

(5) An owner shall not use or permit his strata lot to be used for any purpose other than a private dwelling house for one family or such use as shall be authorized by the applicable zoning by-laws or regulations of The Corporation of the City of Duncan.

(6) Each of the areas on the strata plan designated as limited common property shall be for the exclusive use of the strata lot owner whose strata lot is adjacent thereto on the south, east and west boundaries of each such strata lot.

(7) No owners shall use, or cause to be used, any barbecue or other similar cooking equipment or apparatus within three feet of any exterior wall of any building.

(8) No owner shall park or store, or allow to be parked or stored, on any Strata Lot, Common Property or Limited Common Property any vehicle (other than passenger cars, trucks not larger than three-quarter ton trucks and vans not larger than three-quarter ton vans).

(a) No owner shall park or store, or allow to be parked or stored, on any Strata Lot, Common Property or Limited Common Property more than two vehicles.

(b) Trailers, campers, boats or towing devices used with such vehicles are not to be parked or stored within the confines of the Strata complex at any time.

(c) Owners/residents are personally responsible for any damage caused to the Strata Complex with their vehicles such as oil stains, paints or anti-freeze spillage.

(d) No vehicle, other than service vehicles for a reasonable amount of time when attending to a strata lot, is to park along the main driveway.

(9) Owners are responsible for painting individual front steps, pillars, railings, porches and their own back yard fencing in accordance with and conducive to remainder of the Strata Complex. Paint colour choices can be obtained from the Strata Council to ensure continuity throughout the complex.

(a) Owners/residents are responsible to maintain, clean and weed individual front gardens/flower beds. Original trees and shrubs presently planted shall be trimmed regularly so as not to exceed the height of the front roof overhangs and shall be trimmed back from the siding a minimum of one foot.

(b) No cardboard, aluminum foil, plastic or wood boards of any unsightly material shall be placed in any window other than common window blinds.

Inform strata corporation

4 (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.

(2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

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:

(a) the structure of a building;

(b) the exterior of a building;

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

- (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
- (e) fences, railings or similar structures that enclose a patio, balcony or yard;
- (f) common property located within the boundaries of a strata lot;
- (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.

(2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

(3) This section does not apply to a strata lot in a bare land strata plan.

Obtain approval before altering common property

6 (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.

(2) The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

Permit entry to strata lot

7 (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot

(a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and

(b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act.

(2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

Division 2 — Powers and Duties of Strata Corporation

Repair and maintenance of property by strata corporation

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, 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;
 - (D) doors, windows and skylights on the exterior of a building or that front on the common property;
 - (E) fences, railings and similar structures that enclose patios, balconies and yards;
- (d) a strata lot in a strata plan that is not a bare land strata plan, 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,
- (iv) doors, windows and skylights on the exterior of a building or that front on the common property, and
- (v) fences, railings and similar structures that enclose patios, balconies and yards.

Division 3 – Council

Council size

9 (1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.

(2) If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on the council.

Council members' terms

10 (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.

(2) A person whose term as council member is ending is eligible for reelection.

Removing council member

11 (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.

(2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

Replacing council member

12 (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.

(2) A replacement council member may be appointed from any person eligible to sit on the council.

(3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.

(4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

13 (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.

(2) A person may hold more than one office at a time, other than the offices of president and vice president.

(3) The vice president has the powers and duties of the president

(a) while the president is absent or is unwilling or unable to act, or

(b) for the remainder of the president's term if the president ceases to hold office.

(4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

14 (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.

(2) The notice does not have to be in writing.

(3) A council meeting may be held on less than one week's notice if

(a) all council members consent in advance of the meeting, or

(b) the meeting is required to deal with an emergency situation, and all council members either

(i) consent in advance of the meeting, or

(ii) are unavailable to provide consent after reasonable attempts to contact them.

(4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

Requisition of council hearing

15 (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.

(2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month of the request.

(3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

Quorum of council

16 (1) A quorum of the council is

(a) 1, if the council consists of one member,

(b) 2, if the council consists of 2, 3 or 4 members,

(c) 3, if the council consists of 5 or 6 members, and

(d) 4, if the council consists of 7 members.

(2) Council members must be present in person at the council meeting to be counted in establishing quorum.

Council meetings

17 (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.

(2) If a council meeting is held by electronic means, council members are deemed to be present in person.

(3) Owners may attend council meetings as observers.

(4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:

- (a) bylaw contravention hearings under section 135 of the Act;
- (b) rental restriction bylaw exemption hearings under section 144 of the Act;
- (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at council meetings

18 (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.

(2) Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

(3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

Council to inform owners of minutes

19 The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

Delegation of council's powers and duties

20 (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.

(2) The council may delegate its spending powers or duties, but only by a resolution that

- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or

- (b) delegates the general authority to make expenditures in accordance with subsection (3).

(3) A delegation of a general authority to make expenditures must

- (a) set a maximum amount that may be spent, and
- (b) indicate the purposes for which, or the conditions under which, the money may be spent.

(4) The council may not delegate its powers to determine, based on the facts of a particular case,

- (a) whether a person has contravened a bylaw or rule,
- (b) whether a person should be fined, and the amount of the fine, or
- (c) whether a person should be denied access to a recreational facility.

Spending restrictions

21 (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.

(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.

Limitation on liability of council member

22 (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.

(2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

Division 4 — Enforcement of Bylaws and Rules**Maximum fine**

23 (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) In the event that any such owner shall be in breach of any obligation herein contained, and such breach shall continue more than 30 days after the said owner has been notified of such breach in writing, the Strata Corporation may remedy such a breach at the expense of the said Owner.

Continuing contravention

24 If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

Division 5 — Annual and Special General Meetings**Person to chair meeting**

25 (1) Annual and special general meetings must be chaired by the president of the council.

(2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.

(3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

Participation by other than eligible voters

26 (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.

(2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.

(3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

Voting

27 (1) At an annual or special general meeting, voting cards must be issued to eligible voters.

(2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.

(3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.

(4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.

(5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.

(6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.

(7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

Order of business

28 The order of business at annual and special general meetings is as follows:

- (a) certify proxies and corporate representatives and issue voting cards;
- (b) determine that there is a quorum;
- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

Division 6 — Voluntary Dispute Resolution

Voluntary dispute resolution

29 (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if

- (a) all the parties to the dispute consent, and
- (b) the dispute involves the Act, the regulations, the bylaws or the rules.

(2) A dispute resolution committee consists of

- (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or

(b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.

(3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 — Severability

30 The provisions hereof shall be deemed independent and severable and the invalidity in whole or in part of any by-law does not affect the validity of the remaining by-laws which shall continue in full force and effect as if such invalid portion had not been included herein.

The requested index search results are displayed below.



2024-01-15 16:15:50

Index Search Results

Requestor: Elizabeth Biberger

File Reference:

3 search results found

Strata Plan General Index for Strata Plan Number VIS2811

Document Number	Type/Remarks	Date Received	Pages	Status
CA3603009	STRATA PLAN BY-LAWS	2014-02-24	2	Found.
FB331713	STRATA PLAN BY-LAWS	2010-02-18	11	Found.
FB234648	MAILING ADDRESS	2008-12-04	2	Found.