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Sotheby's | Canada  
INTERNATIONAL REALTY



LOT 2 - 6316 GENOA BAY ROAD, DUNCAN, BC

1.5 ACRES

**BRIAN DANYLIW**

Personal Real Estate Corporation

*Brian Danyliw*  
REALTOR

Welcome and thank you for taking the time to view this property. This information book is provided to assist you with questions you may have.



*Brian Danyliw*  
REALTOR

brian.danyliw@sothebysrealty.ca

c 250.710.6844

o 250.380.3933

Personal Real Estate Corporation

The enclosed information is from sources deemed reliable, but it should not be relied upon without independent verification by the purchaser and their advisors.





## Lot 2-6316 Genoa Bay Road, Maple bay

Legal:	LT 2, SECTION 3, RGE 5, COMIAKEN DISTRICT, PLAN VIP 79636		
PID:	026-441-071		
Price:	\$595,000	Listing No.:	L24-03
Taxes (Year):	\$ 3,383 (2022)	Title:	Freehold
Strata Fee:	N/A	Year of fee:	N/A
Zoning:	R-1	Zoning Type:	Residential
Lot Size:	1.5 acres	Year Built:	N/A
Total Area (finished):	N/A	Total Area:	N/A
Style:	N/A	No. of Floors:	N/A
Bedrooms:	N/A	Bathrooms:	N/A
Construction:	N/A	Foundation:	N/A
Flooring:	N/A	Exterior:	N/A
Water:	Municipal(to lot line)	Sewer:	Septic (not connected)
Wall Insulation:	N/A	Ceiling Insulation:	N/A
Heating:	N/A	Fuel:	N/A
No. of Fireplaces:	N/A	Fireplace Fuel Type:	N/A
Roofing Material:	N/A	Roof Age:	N/A
Garage:	N/A	Additional Parking:	N/A
Windows:	N/A	In Ground Sprinkler:	N/A
RV Parking:	N/A	Outbuildings:	N/A
Pool:	N/A	Hot Tub:	N/A
Built In Vacuum:	N/A	Additional Interior Storage:	N/A
Elementary School:	SD79	Middle School:	SD79
Secondary School:	SD79	Recreation Nearby:	Yes
Home Warranty:	No	Views:	Ocean & Mountain

Cell: +1 250.710.6844 Email: [brian.danyliw@sothebysrealty.ca](mailto:brian.danyliw@sothebysrealty.ca) Web: [sothebysrealty.ca](http://sothebysrealty.ca)

## INFORMATION ABOUT THE PROPERTY DISCLOSURE STATEMENT **LAND ONLY**

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

THIS FORM IS INTENDED TO BE USED FOR VACANT LAND.

### 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 land 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 land.

### 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 Land 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 land 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.

### FOUR 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 land. 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 property.
2. The buyer must still make the buyer’s own inquiries concerning the Land 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.

# PROPERTY DISCLOSURE STATEMENT LAND ONLY



Date of disclosure: February 08 2024

The following is a statement made by the Seller concerning the Land located at:

**ADDRESS:** 2 6316 Genoa Bay Rd Duncan BC V9L 5Y4 (the "Land")

<p>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.</p>	THE SELLER SHOULD INITIAL THE APPROPRIATE REPLIES.			
	YES	NO	DO NOT KNOW	DOES NOT APPLY

**1. LAND**

A. Are you aware of any encroachments, unregistered easements or unregistered rights-of-way?				
B. Are you aware of any existing tenancies, written or oral?				
C. Are you aware of any past or present underground oil storage tank(s) on the Land?				
D. Is there a survey certificate available?				
E. Are you aware of any current or pending local improvement levies/charges?				
F. Have you received any other notice or claim affecting the Land from any person or public body?				
G. Is the Land managed forest lands?				
H. Is the Land in the Agricultural Land Reserve?				
I. Are you aware of any past or present fuel or chemical storage anywhere on the Land?				
J. Are you aware of any fill materials anywhere on the Land?				
K. Are you aware of any waste sites, past or present, excluding manure storage anywhere on the Land?				
L. Are you aware of any uncapped or unclosed water wells on the Land?				
M. Are you aware of any water licences affecting the Land?				
N. Has the Land been logged in the last five years?				
(i) If yes, was a timber mark/licence in place?				
(ii) If yes, were taxes or fees paid?				
O. Is there a plot plan available showing the location of wells, septic systems, crops etc.?				

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BUYER'S INITIALS

AG	GG	
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SELLER'S INITIALS

February 08 2024

DATE OF DISCLOSURE

ADDRESS:2 6316 Genoa Bay Rd Duncan BC V9L 5Y4

2. SERVICES	YES	NO	DO NOT KNOW	DOES NOT APPLY
A. Please indicate the water system(s) the Land 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 Land 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 Land already?				
(ii) Have you applied for a water licence and are awaiting response?				
C. Are you aware of any problems with the water system?				
D. Are records available regarding the quality of the water available (such as pumping tests, flow tests, geochemistry and bacteriological quality, water treatment installation/maintenance records)?				
E. Are records available regarding the quantity of the water available (such as pumping test or flow tests)?				
F. Indicate the sanitary sewer system the Land is connected to: <input type="checkbox"/> Municipal <input type="checkbox"/> Community <input type="checkbox"/> Septic <input type="checkbox"/> Lagoon <input type="checkbox"/> Not Connected Other _____				
G. Are you aware of any problems with the sanitary sewer system?				
H. Are there any current service contracts; (i.e., septic removal or maintenance)?				
I. If the system is septic or lagoon and installed after May 31, 2005, are maintenance records available?				

**3. BUILDING (not applicable)**

**4. GENERAL**

A. Are you aware if the Land 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 Land? <i>For the purposes of this question, "latent defect" means a defect that cannot be discerned through a reasonable inspection of the Land that renders the Land: (a) dangerous or potentially dangerous to occupants; or (b) unfit for habitation.</i>				

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BUYER'S INITIALS

AG	GG	
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SELLER'S INITIALS

February 08 2024

PAGE 3 of 3 PAGES

DATE OF DISCLOSURE

ADDRESS:2 6316 Genoa Bay Rd Duncan BC V9L 5Y4

4. GENERAL (continued)	YES	NO	DO NOT KNOW	DOES NOT APPLY
<del>C. Are you aware of any existing or proposed heritage restrictions affecting the Land (including the Land being designated as a "heritage site" or as having "heritage value" under the <i>Heritage Conservation Act</i> or municipal legislation)?</del>				
<del>D. Are you aware of any existing or proposed archaeological restrictions affecting the Land (including the Land being designated as an archaeological site or as having archaeological value under applicable law)?</del>				

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

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.

Authentisign ANDREW GRUSZECKI

Authentisign GABRIELLE GRUSZECKI

SELLER(S) ANDREW GEORGE GRUSZECKI

SELLER(S) GABRIELLE VICTORIA

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 Land and, if desired, to have the Land inspected by a licensed inspection service of the Buyer's choice.**

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 Land.

\*PREC represents Personal Real Estate Corporation

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BC1008 REV. NOV 2023

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VICTORIA LAND TITLE OFFICE

LAND TITLE ACT  
FORM C (Section 233) RELEASE

May-29-2006 11:07:46.001

CA220937

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 of 4 pages

Your digital signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your digital signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Timothy F  
Lott ZPBTRA

Digitally signed by Timothy F Lott  
ZPBTRA  
DN: CN = Timothy F Lott ZPBTRA, C =  
CA, O = Verity ID at www.verityid.com,  
OU = ZPBTRA, OU = ZPBTRA, CN = BC  
Lawyer Practising  
Date: 2006.05.29 11:08:26 -0700

- 1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)  
MCKIMM & LOTT, Barristers & Solicitors,  
9830 Fourth Street, Sidney, BC V8L 2Z3  
(250) 656-3961 File #23763

Document Fees: \$25.65

STC Fees: \$18.00

Deduct LTO Fees? YES

- 2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [legal description]

SEE SCHEDULE

STC? YES

- 3. NATURE OF INTEREST BEING RELEASED CHARGE NO. ADDITIONAL INFORMATION  
Statutory Building Scheme EX122733

- 4. TERMS:  
(c)  RELEASE  
The charge described in item 3 is released or discharged as a charge on the land described in item 2.

- 5. TRANSFEROR(S):  
SEE SCHEDULE

- 6. TRANSFEREE(S): (including postal address(es) and postal code(s))  
Registered owners

- 7. ADDITIONAL OR MODIFIED TERMS:  
N/A

- 8. EXECUTION(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 Signature(s)

Execution Date

Transferor(s) Signature(s)

MARLENE ROZA  
Notary Public  
800, 112 - 4th Avenue, S.W.  
Calgary, Alberta T2P 0H3  
(as to the signatures of Willie  
Theodore Zittlau & Jane Marion  
Bohme)

Y	M	D
06	05	12

WILLIE THEODORE ZITTLAU

JANE MARION BOHME

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. 1996, c. 124, 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.





**LAND TITLE ACT  
FORM E**

**SCHEDULE**

PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [legal description]

**026-441-063 LOT 1, SECTION 3, RANGE 5, COMIAKEN DISTRICT, PLAN VIP79636**

STC? YES

PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [legal description]

**026-441-071 LOT 2, SECTION 3, RANGE 5, COMIAKEN DISTRICT, PLAN VIP79636**

STC? YES

PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [legal description]

STC? YES

FORM F V01

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

PAGE 4 of 4 pages

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

**5. TRANSFERORS:**

AS TO PID: 026-441-063

WILLIE THEODORE ZITTLAU and JANE MARION BOHME

AS TO PID: 026-441-071

ANDREW GEORGE GRUSZECKI and GABRIELLE VICTORIA GRUSZECKI

**LAND TITLE ACT  
FORM C**

(Section 219.81)

27 SEP 2005 14

41

EX122729

Province of  
British Columbia

GENERAL INSTRUMENT - PART I (This area for Land Title Office use)

PAGE 1 of 5 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

Beacon Law Centre  
Barristers & Solicitors  
4599 Chatterton Way, Victoria, BC  
V8X 4Y7 744-3887

Herewith Fees: \$64.75

Agent

2. PARCEL IDENTIFIER(S)

(PID)  
026-441-063  
026-441-071

LEGAL DESCRIPTION(S) OF LAND:\*(  
(LEGAL DESCRIPTION)

Lot 1, Section 3, Range 5, Comiaken District, Plan VIP 79636  
Lot 2, Section 3, Range 5, Comiaken District, Plan VIP 79636

3. NATURE OF INTEREST:\*(  
DESCRIPTION

DOCUMENT REFERENCE  
(page and paragraph)

PERSON ENTITLED TO INTEREST

Section 219 Covenant  
Part in VIP 79637

Entire Document

Grantee

01 05/09/27 14:42:51 01 VI 660226  
CHARGE \$64.75

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

- (a) Filed Standard Charge Terms  D.F. No.
- (b) Express Charge Terms  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)/GRANTOR(S):

**RICHARD CHRISTOPHER HARRIS and GERALDINE HELEN HARRIS**

6. TRANSFEREE(S)/GRANTEE(S): (Including occupation(s), postal address(es) and postal code(s))\*

**VANCOUVER ISLAND HEALTH AUTHORITY, 4th Floor, 238 Government St.,  
DUNCAN, BC, V9L 1A5**

7. ADDITIONAL OR MODIFIED TERMS:\*

Nil

8. EXECUTION(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.

Execution Date

Officer Signature(s)



**DELBERT D. ELGERSMA**  
Lawyer and Notary  
Beacon Law Centre  
104-9717 3rd Street  
Sidney, BC V8L 3A3

(KS TO BOTH SIGNATURES)

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 page(s) in Form D.

Transferor(s) Signature(s)



**RICHARD CHRISTOPHER HARRIS**



**GERALDINE HELEN HARRIS**



## WHEREAS:

- A. The Grantor is the registered owner in fee simple of:  
Lot 1 and 2, Section 3, Range 55, Comiaken District, Plan VIP 79636  
(the "Land")
- B. The Grantee is the Vancouver Island Health Authority with offices at 4<sup>th</sup> Floor,  
238 Government Street, Duncan, B.C., V9L 1A5.
- C. The Grantee has been designated by the Minister of Sustainable Resource  
Management under section 219(3)(c) of the *Land Title Act*.
- D. The Grantee has agreed to accept a filing from the Grantor for the construction of  
a sewerage system on the Land on condition that this restrictive covenant be registered on  
title to the Land; and

**NOW THEREFORE**, in consideration of the premises and the covenants herein  
contained and for other valuable consideration, receipt and sufficiency of which is hereby  
acknowledged by the parties, the parties hereto covenant and agree with the other as  
follows:

1. The Grantor covenants and agrees:
- (a) to set aside, reserve and use only for sewerage disposal purposes  
that part of the Land shown outlined in black or otherwise  
designated as "sewerage system and discharge area" on a reference  
plan of survey Plan VIP 79637 referred to as the "Covenant  
Area", a reduced copy of which is attached hereto as Schedule  
"A";
- (b) that any sewerage system installed, constructed or brought on to  
the Land shall be located only within the Covenant Area unless  
written permission is given to the Grantor by the Grantee to locate  
a sewerage system in another location on the Land;
- (c) if a sewerage system is permitted under paragraph 1(b) to be  
located other than within the Covenant Area, the Covenant Area  
shall nevertheless continue to be set aside and reserved in  
accordance with subparagraph 1(a) hereof; and
- (d) for the purposes of this Agreement, the terms "discharge area" and  
"sewerage system" shall have the meaning ascribed to them by the

VIP 79637

Sewerage System Regulations under the British Columbia Health Act or any successor legislation.

2. The Grantor and the Grantee agree that the enforcement of this Agreement shall be entirely within the discretion of the Grantee and that the execution and registration of this covenant against the title to the Land shall not be interpreted as creating any duty on the part of the Grantee to the Grantor or to any other person to enforce any provision, or the breach of any provision, of this Agreement.
3. Nothing contained or implied herein shall prejudice or affect the rights and powers of the Grantee in the exercise of its functions under any public or private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Land as if the Agreement had not been executed and delivered by the Grantor.
4. The Grantor hereby releases and forever discharges the Grantee of and from any claim, cause of action, suit, demand, expenses, costs and legal fees whatsoever which the Grantor can or may have against the said Grantee for any loss or damage or injury that the Grantor may sustain or suffer arising out of the issuance of a Permit under this Agreement or arising out of any breach, violation or non-performance of any term, condition, covenant or other provision of this Agreement.
5. The Grantor covenants and agrees to indemnify and save harmless the Grantee from any and all claims, causes of action, suits, demands, expenses, costs and legal fees whatsoever that anyone might have as owner, occupier or user of the Land, or by a person who has an interest in or comes onto the Land, or by anyone who suffers loss of life or injury to his person or property, that arises out of the issuance of a Permit under this Agreement or arising out of any breach, violation or non-performance of any term, condition, covenant or other provision of this Agreement.
6. It is mutually understood, acknowledged and agreed by the parties hereto that the Grantee has made no representations, covenants, warranties, guarantees, promises or Agreements (oral or otherwise) with the Grantor other than those contained in this Agreement.
7. This Agreement shall be registered as a first charge against the Land and the Grantor agrees to execute and deliver all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement.
8. The Grantor shall pay the legal fees of the Grantee in connection with the preparation and registration of this Agreement and shall provide the Grantee with a registered copy of it.

9. The Grantor covenants and agrees for itself, its heirs, executors, successors and assigns, that it will at all times perform and observe the requirements and restrictions hereinbefore set out and they shall be binding upon the Grantor as personal covenants only during the period of its respective ownership of any interest in the Land.
10. The restrictions and covenants herein contained shall be covenants running with the Land and shall be perpetual, and shall continue to bind all of the Lands when subdivided, and shall be registered in the Victoria Land Title Office pursuant to Section 219 of the *Land Title Act* as covenants in favour of the Grantee as a first charge against the Land.
11. This Agreement shall enure to the benefit of the Grantee and shall be binding upon the parties hereto and their respective heirs, excutors, successors and assigns.
12. Wherever the expressions "Grantor" and "Grantee" are used herein, they shall be construed as meaning the plural, femininc or body corporate or politic where the context or the parties so require.
13. The Grantor agrees to do or cause to be done all things and execute all other documents and provide all other assnrances necessary to give effect to the covcnants contained in this agreement.
14. This Agreement will be interpreted according to the laws of the Province of British Columbia.

**IN WITNESS WHEREOF** the parties hereto hercby acknowledge that this Agreement has been duly excuted and delivered by the parties executing Form C ~~and D~~ attached hereto.  
DE

SCHEDULE "A"

Reference Plan of Covenant Areas over Parts of Lots 1 & 2,

Section 3, Range 5, Comaken District, Plan VIP 39636

Pursuant to Section 99(1)(e) Land Title Act

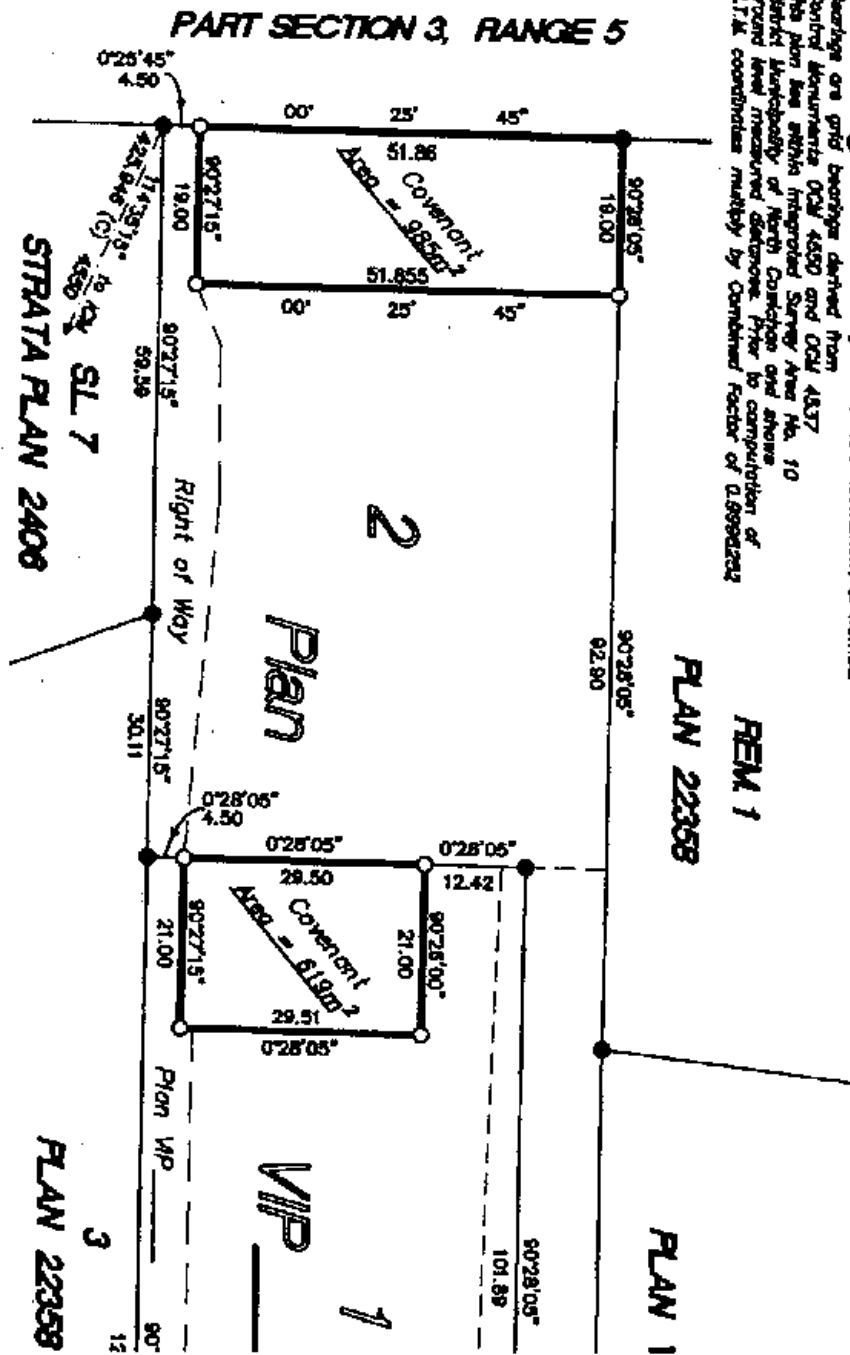
B.C.S. 928.072

SCALE ~ 1 : 750 - distances in metres



- LEGEND:
- Found
  - Found
  - Standard Iron Pin
  - △ Inverse Nail
  - Integrated Control Measurement & number

Bearings are grid bearings derived from  
 Control Measurements OCM 4590 and OCM 4537  
 This plan lies within Integrated Survey Area No. 10  
 District Municipality of North Cowichan and shows  
 ground level measured distances. Prior to computation of  
 UTM coordinates multiply by Combined Factor of 0.9999222



Richard  
 Mortimer  
 4388 Highway 100  
 Duncan, B.C. V9L 0M8  
 Tel: 250-838-5814 Fax: 250-838-5814  
 P: 2005/2006 Reg./Reg.-Cov/cls

BOOK OF REFERENCE	
LEGAL DESCRIPTION	Area Cov't
Part Lot 1	619 m <sup>2</sup>
Part Lot 2	985 m <sup>2</sup>
TOTAL AREA	1604 m <sup>2</sup>

THIS PLAN LIES WITHIN THE COVICHAN VALLEY R.



27 SEP 2005 14 41

EX122729

LAND TITLE ACT  
FORM 11  
(Section 99(1)(e), (j) and (k))

201  
/ 5  
1P

APPLICATION FOR DEPOSIT OF REFERENCE OR EXPLANATORY PLAN (CHARGE)

I, DELBERT ELGERSMA, Barrister and Solicitor, of 104 - 9717 Third Street, Sidney, BC, V8L 3A3, the agent for Richard Christopher Harris, Businessman, and Geraldine Helen Harris, Secretary, 645 Towner Park Road, North Saanich, BC V8L 5L7, as joint tenants, the owners in fee simple apply to deposit reference/explanatory plan of ~~Easements~~ over Parts of Lots 1 and 2, Section 3, Range 5, Comiaken District, Plan VIP ~~79636~~ 79637 ~~Covenant~~.

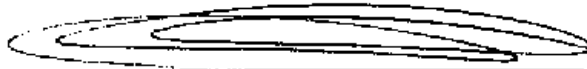
I enclose:

VIP79637

1. The reference/explanatory plan.
2. The reproductions of the plan required by section 67(u) (see below).
3. Fees of \$ \_\_\_\_\_

01 05/09/27 14:41:50 01 VI 660226  
PLANS \$54.00

Dated the 27 day of September, 2005.



Signature

NOTE:

- (i) Under section 67(s) the following reproductions of the plan must accompany this application:
  - (a) one blue linen original (alternatively white linen or original transparencies)
  - (b) one duplicate transparency
  - (c) one whiteprint is required as a worksheet for the land title office
- (ii) The following further requirements may be necessary:
  - (a) If the parent property is in an Agricultural Land Reserve, a release is required unless the parent property is less than 2.0 acres (app. 8094 hectares) or where, for permitted uses, an approving officer has signed the plan under section 1(i)(a) and (b) of the Subdivision and Land Use Regulation (B.C. Reg 7/81) under the Agricultural Land Commission Act
  - (b) Where a notice respecting a grant under the Home Purchase Assistance Act is endorsed on title, an extra white print must accompany the application, unless the Ministry of Lands, Parks and Housing agrees otherwise in writing. This extra print must contain the following endorsement:  
  
 "The eligible residence as defined by the Home Purchase Assistance Act is located on lot [number] created by this plan.  
  
B.C.L.S. or solicitor for the owner
  - (c) Controlled access approval must be evident on the plan where parent property adjoins a highway that is designated as a controlled access highway.
  - (d) Where the plan refers to a restrictive covenant to be made under section 219, the instrument containing the covenant must be rendered with the plan.

LAND TITLE ACT

FORM C

(Section 219.81)

Province of

British Columbia

EX122730 -

EX122731 27 SEP 2005 14 42

~~EX122729~~

GENERAL INSTRUMENT - PART 1 (This area for Land Title Office use)

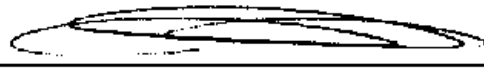
PAGE 1 of 8 pages

330  
/h

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

BEACON LAW CENTRE  
BARRISTERS & SOLICITORS  
4599 Chatterton Way, Victoria, BC  
V8X 4Y7 744-3887 File D1544.003

Herewith fees of: \$64.75



2c

2. PARCEL IDENTIFIER(S)  
(PID)

LEGAL DESCRIPTION(S) OF LAND:\*  
(LEGAL DESCRIPTION)

SEE SCHEDULE

01 05/09/27 14:42:14 01 VI 660226  
CHARGE \$129.50

3. NATURE OF INTEREST:\*

DESCRIPTION

DOCUMENT REFERENCE  
(page and paragraph)

PERSON ENTITLED TO INTEREST

See Schedule

Entire document

See Schedule

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

- (a) FILED STANDARD CHARGE TERMS
- (b) EXPRESS CHARGE TERMS
- (c) RELEASE

- D.F. NO.
- ANNEXED AS PART 2
- 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):\*

RICHARD CHRISTOPHER HARRIS and GERALDINE HELEN HARRIS

6. TRANSFEREE(S): (Including occupation(s), postal address(es) and postal code(s))\*

RICHARD CHRISTOPHER HARRIS, Businessman, and GERALDINE HELEN HARRIS, Secretary, both of 645 Towner Park Road, North Saanich, BC, V8L 5L7.

7. ADDITIONAL OR MODIFIED TERMS:\*

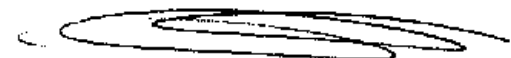
N/A

8. EXECUTION(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.

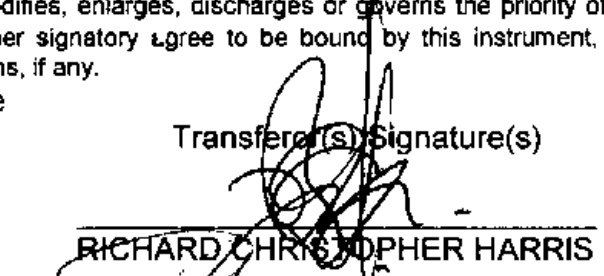
Officer Signature(s)

Execution Date

Transferor(s) Signature(s)



Y M D



DELBERT D. ELGERSMA  
Lawyer and Notary  
Beacon Law Centre  
104 - 9717 3<sup>rd</sup> Street  
Sidney BC V8L 3A3

05 08 29

RICHARD CHRISTOPHER HARRIS

(AS TO BOTH SIGNATURES)

GERALDINE HELEN HARRIS

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 page(s) in Form D.

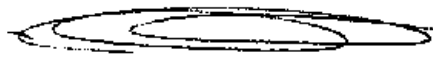
**LAND TITLE ACT  
FORM D**

**EXECUTIONS CONTINUED**

Officer Signature(s)

Execution Date

Transferee/Borrower/Party  
Signature(s)



**DELBERT D. ELGERSMA**  
 Lawyer and Notary  
 Beacon Law Centre  
 104 - 9717 3<sup>rd</sup> Street  
 Sidney, BC V8L 3A3

Y	M	D
05	08	29

**RICHARD CHRISTOPHER HARRIS**

**GERALDINE HELEN HARRIS**

(AS TO BOTH SIGNATURES)

**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.

LAND TITLE ACT  
FORM E  
SCHEDULE

Enter the required information in the same order as the information must appear on the Freehold Transfer Form, Mortgage Form or General Document Form.

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

(PID)	(LEGAL DESCRIPTION)
026-441-063	Lot 1, Section 3, Range 5, Comiakén District, Plan VIP <del>79636</del> <sup>79636</sup>
026-441-071	Lot 2, Section 3, Range 5, Comiakén District, Plan VIP <del>79636</del> <sup>79636</sup>

3. NATURE OF INTEREST:

<i>026-441-063</i> Description	Person Entitled to Interest
Easement over part of Lot 1 plan VIP 79636 shown in plan VIP <del>79636</del> 79638	Registered Owner of: PID: 026-441-071 Lot 2, Section 3, Range 5, Comiakén District, Plan VIP <u>79636</u>
Easement over part of Lot 2 <i>026-441-071</i> VIP 79636 shown on plan VIP <del>79636</del> 79638	Registered Owner of: PID: 026-441-063 Lot 1, Section 3, Range 5, Comiakén District, Plan VIP <u>79636</u>



**TERMS OF INSTRUMENT – PART 2**

THIS AGREEMENT dated for reference August \_\_\_\_\_, 2005

BETWEEN:

RICHARD CHRISTOPHER HARRIS and GERALDINE HELEN HARRIS

(the "Grantor")

AND:

RICHARD CHRISTOPHER HARRIS and GERALDINE HELEN HARRIS

(the "Grantee")

WHEREAS:

- A. As of the date of this Agreement, the Grantor and the Grantee are the same person and the Grantor/Grantee is developing a residential subdivision project and the Grantor/Grantee is the registered owner of those lands and premises in North Cowichan, British Columbia, legally described as: Lots 1 and 2, Section 3, Range 5, Comiaken District, Plan VIP 79636 (collectively called the "Lands" and individually referred to by lot numbers).
- B. The Grantor has agreed to grant an easement over those portions of the Lands (which portions are collectively called the "Easement Area") which are shown outlined in heavy black on Explanatory Plan No. VIP 79636 filed concurrently with this Agreement, a reduced copy of which plan is attached to this Agreement as Schedule A.

NOW THEREFORE in consideration of \$1.00 now paid by the Grantee to the Grantor (the receipt and sufficiency of which are acknowledged) the Grantor covenants and agrees with the Grantee as follows:

1. The Grantor as "Servient Tenement" and owner of the Servient Tenement Lots (as defined) grants in favour of the Grantee as "Dominant Tenement" and owner of the Dominant Tenement Lots (as defined) and its invitees the full, free and unrestricted right, liberty, privilege, easement and right of way, in common with the Grantor and its invitees, at all times hereafter, by night and by day, and at the Grantee's will and pleasure, to enter over, on, in, and under the Easement Area to:

- (a) conduct surveys and examinations;
- (b) dig up, remove and replace soil;

- (c) construct, install, operate, maintain, clean, cover with soil, alter, relocate, renew, inspect and replace power poles, transmission lines, pipes, culverts, retaining walls, wing walls, manholes, meters, pumps, valves, and similar equipment, or any of them, together with all ancillary attachments and fittings (all of which are collectively called the "Works");
- (d) construct, maintain, clean, alter, relocate, renew, inspect and replace a driveway;

for the purpose of:

- (e) conveying, draining, containing, protecting, metering and disposing of electricity, telephone, cable, water and storm water in connection with the provision of electricity, communication, water and storm sewer service to the Lands; and
- (f) obtaining access to and of exiting from the Dominant Tenement by any means of transportation including by foot, wheelchair, scooter, automobile, bicycle or motor cycle.

"Dominant Tenement" shall mean those lots as real property for which the benefit of the aforesaid right is hereby granted. "Servient Tenement" shall mean those lots as real property over and upon which the aforesaid right is granted. The grant of Easement is from each of the Servient Tenement Lots in favour of each of the Dominant Tenement Lots as follows:

<b>Servient Tenement Lots</b>	<b>Dominant Tenement Lots</b>
1	2
2	1

2. All covenants of the Grantor under this Agreement and any rights, duties or responsibilities of the Grantor as specified in this Agreement shall be deemed to be granted in respect to each of the Servient Tenement Lots in favour of or in respect of the Grantee as Dominant Tenement owner of each of the Dominant Tenement Lots related to those Servient Tenement Lots.

3. The Grantor grants to each of the Grantees as Dominant Tenement owners, the right to enter upon and have full and uninterrupted access at all times over, through and under the Easement Area with or without workmen and equipment, for the purpose of repairing, cleaning and otherwise servicing the Works and the driveway, and to clear the Easement Area and keep it clear of anything which in the reasonable opinion of the Grantee constitutes or may constitute an obstruction to the use of the Easement Area or to the Works.

4. The Grantor covenants with the Grantee and the Grantor covenants with each other Grantor:

- (a) that no building, structure, fence, foundation, excavation, well, pile of material or obstruction shall be made, placed, erected or maintained on any portion of the Easement Area and that no growth shall be planted upon the Easement Area;
- (b) that the Grantor shall not do or knowingly permit to be done any act or thing which will interfere with or obstruct the use of the Easement Area;
- (c) that the Grantor shall not disturb, reshape, modify or in any way alter any portion of the finished pathway of the Easement Area;
- (d) to allow the Grantee to trim or, if necessary, cut down any tree or other growth on the Easement Area which in the reasonable opinion of the Grantee constitutes or may constitute a danger or obstruction to those using the Easement Area;
- (e) to carry out or cause to be carried out in a proper and workmanlike manner, and to each pay one half of the cost of, the construction, installation, operation, maintenance, cleaning, alteration, relocation, renewal, inspection, replacement and/or otherwise servicing of the Works and of the driveway located on the Easement Area; and
- (f) to repair any damage to the Easement Area occasioned by its use of the easement.

5. The Grantee covenants with the Grantor and the Grantee covenants with each other Grantee:

- (a) to exercise the utmost care not to damage the Easement Area or any improvement on the Easement Area and if the Grantee should cause any such damage, to restore such damage to the Easement Area or improvements thereon to as close to their pre-damaged condition as is reasonably practical with reasonable dispatch or, where the Grantor deems restoration to be impracticable, reimburse the Grantor for all damage the Grantee has caused but not restored; and
- (b) to indemnify and save harmless the Grantor in respect of any action, cause of action, suit, damage, loss, cost claim and demand of any nature arising out of the exercise by the Grantee or its invitee(s) of the rights granted hereunder by reason of or with the respect to any injury to person or persons and any damage to or loss of property suffered by the Grantor or others, except to the extent of negligence or willful misconduct of the Grantor or persons for whose conduct the Grantor is responsible.

6. The Grantor and Grantee covenant and agree each with the other and the Grantee covenants and agrees with each other Grantee to save harmless and indemnify the other

from any breach or default of any covenant under this Agreement until their respective rights, interest, liberties, duties, obligations and covenants are assigned, transferred, devolved or otherwise alienated.

7. Nothing in this Agreement restricts or prevents the Grantor from using the Easement Area over the Servient Tenement owned by the Grantor in any manner which does not unreasonably interfere with the exercise by the Grantee of the easement hereby granted.

8. Notwithstanding anything contained in this Agreement, the Grantor shall not be liable under any of the covenants and Agreements contained herein where such liability arises by reason of an act or omission occurring after the Grantor ceases to have any further interest in the Lands.

9. This Agreement binds the parties to it and their respective successors, heirs, executors and administrators.

IN WITNESS WHEREOF the parties acknowledge that this Agreement has been duly executed and delivered by the parties executing Form C attached to and forming part of this Agreement.

SCHEDULE "A"

# Reference Plan of Easements over Parts of Lots 1 & 2, Section 3, Range 5, Cominaken District, Plan VP 791636,

Pursuant to Section 99(1)(e) Land Title Act

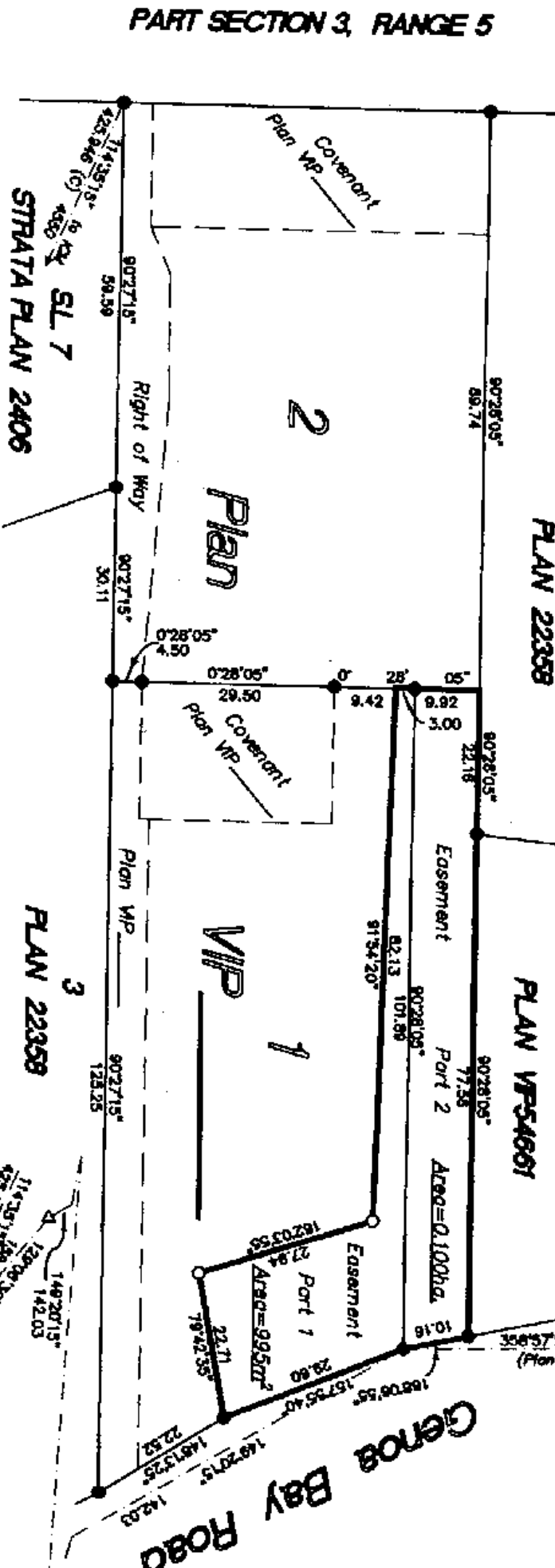
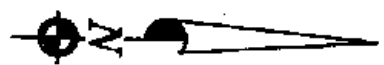
B.C.G.S. 92B.072

SCALE ~ 1 : 750 - distances in metres



### LEGEND:

- Found Monument
  - Standard Iron Peg
  - △ Ironware Nail
  - ⊙ Integrated Control Monument & number
- Bearings are grid bearings derived from Control Monuments OCM 4550 and OCM 4537. This plan was within Integrated Survey Area No. 10 District Municipality of North Cowichan and whose plans have measured distances. Prior to computation of U.T.M. coordinates multiply by Combined Factor of 0.9999332



**Richard Mortimer**  
 Land Surveyor  
 4588 Kingsley Road  
 Duncan, B.C. V9L 6K8  
 250-748-5888 - Fax: 250-748-5814  
 rme2005@ance.bc.ca - rme2005@csd.bc.ca

BOOK OF REFERENCE	
LEGAL DESCRIPTION	Area easement?
Part Lot 1	995 m <sup>2</sup>
Part Lot 2	0.100 ha.
<b>TOTAL AREA</b>	<b>0.1995 ha.</b>

THIS PLAN LIES WITHIN THE COVICHAN VALLEY REGIONAL DISTRICT

PLAN No. VP 791638

Deposited in the Land Title Office  
 in Victoria, British Columbia  
 this \_\_\_ day of \_\_\_, 200

REGISTRAR

I, RICHARD MORTIMER, a British Columbia Land Surveyor, of Cowichan Station, in British Columbia, certify that I was present at and personally supervised the survey represented by this plan, and that the survey and plan are correct.

The survey was completed on the 18th day of August, 2005. The plan was compiled and checked, and the distances fixed under s.90(37), on the 28th day of August 2005.

*Richard Mortimer*

R.C.L.S.

END OF DOCUMENT

27 SEP 2005 14 42

EX122730

LAND TITLE ACT  
FORM 11  
(Section 99(1)(e), (j) and (k))

29/5  
IP

APPLICATION FOR DEPOSIT OF REFERENCE OR EXPLANATORY PLAN (CHARGE)

I, DELBERT ELGERSMA, Barrister and Solicitor, of 104 - 9717 Third Street, Sidney, BC, V8L 3A3, the agent for Richard Christopher Harris, Businessman, and Geraldine Helen Harris, Secretary, 645 Towner Park Road, North Saanich, BC V8L 5L7, as joint tenants, the owners in fee simple apply to deposit reference/explanatory plan of ~~Easements~~ Easements over Parts of Lots 1 and 2, Section 3, Range 5, Comiaken District, Plan VIP 79636

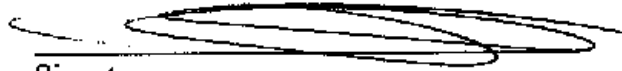
VIP79638

I enclose:

- 1. The reference/explanatory plan.
- 2. The reproductions of the plan required by section 67(u) (see below).
- 3. Fees of \$ \_\_\_\_\_

01 05/09/27 14:42:37 01 VI 660226  
PLANS \$34.00

Dated the 27 day of September, 2005.

  
Signature

NOTE:

- (i) Under section 67(s) the following reproductions of the plan must accompany this application:
  - (a) one blue linen original (alternatively white linen or original transparencies)
  - (b) one duplicate transparency
  - (c) one whiteprint is required as a worksheet for the land title office
- (ii) The following further requirements may be necessary:
  - (a) If the parent property is in an Agricultural Land Reserve, a release is required unless the parent property is less than 2.0 acres (app. 8094 hectares) or where, for permitted uses, an approving officer has signed the plan under section 1(i)(a) and (b) of the Subdivision and Land Use Regulation (B.C. Reg 7/81) under the Agricultural Land Commission Act
  - (b) Where a notice respecting a grant under the Home Purchase Assistance Act is endorsed on title, an extra white print must accompany the application, unless the Ministry of Lands, Parks and Housing agrees otherwise in writing. This extra print must contain the following endorsement:  
  
 "The eligible residence as defined by the Home Purchase Assistance Act is located on lot [number] created by this plan.  
  
B.C.L.S. or solicitor for the owner
  - (c) Controlled access approval must be evident on the plan where parent property adjoins a highway that is designated as a controlled access highway.
  - (d) Where the plan refers to a restrictive covenant to be made under section 219, the instrument containing the covenant must be rendered with the plan.

LAND TITLE ACT  
FORM C

27 SEP 2005 14 43

EX122732

(Section 219.81)

Province of British Columbia

Fee: \$129.50

GENERAL INSTRUMENT - PART 1

Page 1 of 3

10  
5  
10

1. APPLICATION: (name, address, phone number and signature of applicant, applicant's solicitor or agent)

BEACON LAW CENTRE  
Barristers & Solicitors  
4599 Chatterton Way  
Victoria, BC, V8X 4Y7  
250-744-3887

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

(PID)	(LEGAL DESCRIPTION)
026-441-063	Lot 1, Section 3, Range 5, Comiaken District, Plan VIP 79636
026-441-071	Lot 2, Section 3, Range 5, Comiaken District, Plan VIP 79636

3. NATURE OF INTEREST:

DESCRIPTION	DOCUMENT REFERENCE (Page and Paragraph)	PERSON ENTITLED TO INTEREST
Statutory Right of Way See Schedule	STANDARD CHARGE TERMS	TRANSFeree 01 05/09/21 14:43:18 01 VI 660226 CHARGE \$64.75

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

- (a) Filed Standard Charge Terms  D.F. No. ST970025
- (b) Express Charge Terms  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): RICHARD CHRISTOPHER HARRIS, Businessman, and GERALDINE HELEN HARRIS, Secretary, both of 645 Tower Park Road, North Saanich, BC, V8L 5L7.

6. TRANSFEREE(S): (including postal address(es) and postal code(s)) THE CORPORATION OF THE DISTRICT OF NORTH COWICHAN, Box 278, Duncan, B.C. V9L 3X4

7. ADDITIONAL OR MODIFIED TERMS: SEE SCHEDULE

8. EXECUTION(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 Signature(s)

Execution Date  
Y M D  
05 08 09

Transferor(s) Signature(s)  
  
RICHARD CHRISTOPHER HARRIS

DELBERT D. ELGERSMA  
Lawyer and Notary  
Beacon Law Centre  
104-9707 3<sup>rd</sup> Street  
Sidney, BC V8L 3A3

GERALDINE HELEN HARRIS

(AS TO BOTH SIGNATURES)  
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 page(s) in Form D.

**LAND TITLE ACT  
FORM E  
SCHEDULE****Page 2 of 3 Pages**

---

Enter the required information in the same order as the information must appear on the Freehold Transfer Form, Mortgage Form or General Document Form.

**3. NATURE OF INTEREST:**

The Statutory Right of Way Lands as defined in paragraph 1 of Standard Charge Terms ST970025 are those lands that are identified as:

(a) SRW Pt. 1 within Lot 1;

(b) SRW Pt. 2 within Lot 2;

all as shown on the Plan of Statutory Rights-of-Way over Parts of Lot 1 and 2, Section 3, Range 5, Comiaken District, Plan:

VIP 79636 (to be inserted upon registration of SRW Plan)

which plan was prepared by Richard Mortimer, British Columbia Land Surveyor, completed and certified correct on the 25<sup>th</sup> day of August, 2005, a reduced print of which is annexed hereto and which plan is registered in the Victoria Land Title Office under number:

VIP 79639 (to be inserted upon registration of SRW Plan)



# Statutory Right of Way Plan over Parts of Lots 1 & 2.

## Section 3, Range 5, Corniakon District, Plan VIP 79636.

Pursuant to Section 113 of the Land Title Act

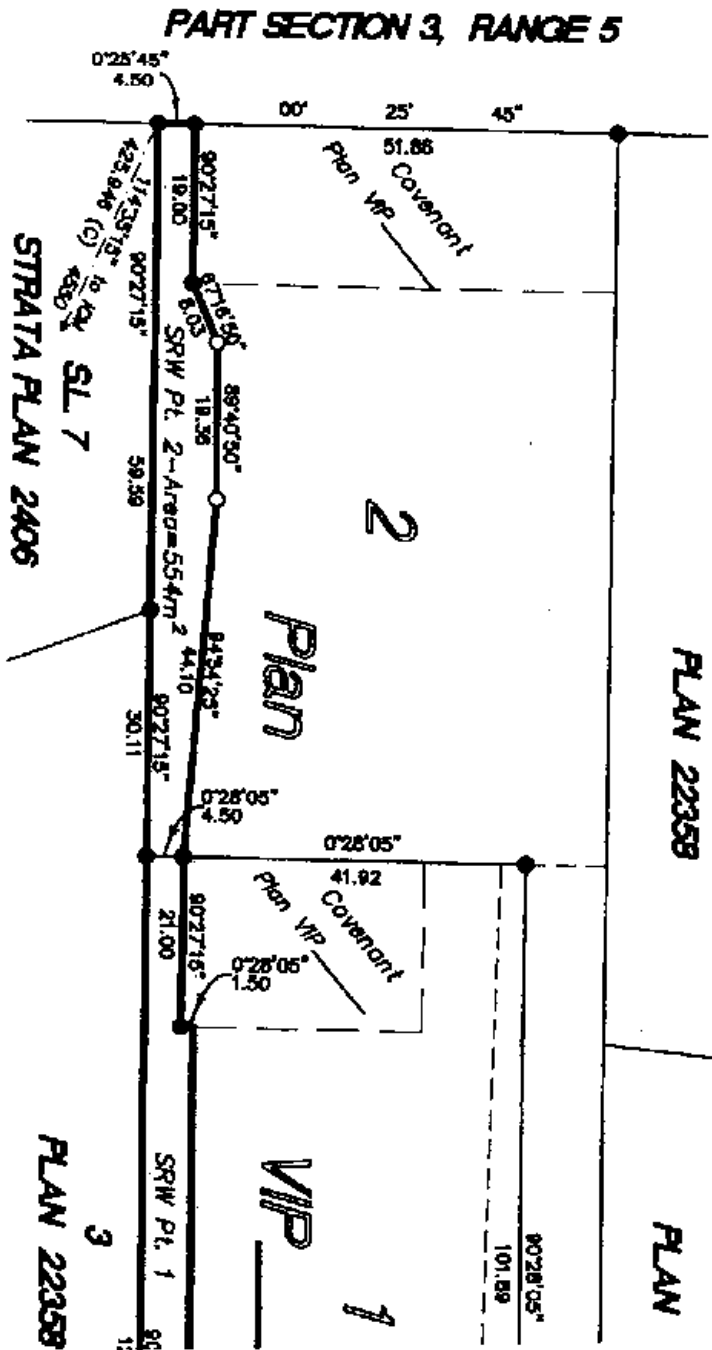
B.C.G.S. 92B.072

SCALE ~ 1 : 750 - distances in metres



**LEGEND:**  
 ● Round Monument  
 ○ Round Standard Iron Pin  
 △ Triangular Iron Pin  
 Integrated Control Monument & number

bearings are grid bearings derived from  
 Control monuments OCM 4550 and OCM 4537  
 This plan lies within Integrated Survey Area No. 10  
 District Municipality of North Cowichan and shows  
 ground level measured distances. Prior to computation of  
 U.T.M. coordinates multiply by Combined Factor of 0.9998532



**Richard  
Mortimer**  
 B.C. Land Surveyor  
 45868 Highlands Road  
 Duncan, B.C. V9L 0L8  
 TEL: 248-5945 Fax: 248-5814  
 POC: 2005/June By/SRW/dms

BOOK OF REFERENCE	
LEGAL DESCRIPTION	AREA R/W
SRW - Part Lot 1	708m²
SRW - Part Lot 2	554m²
TOTAL AREA	1262m²

THIS PLAN LIES WITHIN THE COWICHAN VALLEY RA

27 SEP 2005 14 42

EX122732

LAND TITLE ACT  
FORM 11  
(Section 99(l)(e), (j) and (k))

APPLICATION FOR DEPOSIT OF REFERENCE OR EXPLANATORY PLAN (CHARGE)

4(a)  
3  
18

I, DELBERT ELGERSMA, Barrister and Solicitor, of 104 – 9717 Third Street, Sidney, BC, V8L 3A3, the agent for Richard Christopher Harris, Businessman, and Geraldine Helen Harris, Secretary, 645 Towner Park Road, North Saanich, BC V8L 5L7, as joint tenants, the owners in fee simple apply to deposit reference/explanatory plan of Statutory Right of Way over Parts of Lots 1 and 2, Section 3, Range 5, Comiakén District, Plan VIP 79636.

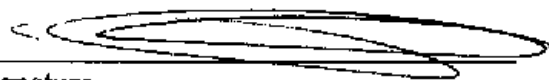
I enclose:

01 05/09/27 14:43:06 01 VI 660226  
PLANS \$54.00

- 1. The reference/explanatory plan.
- 2. The reproductions of the plan required by section 67(u) (see below).
- 3. Fees of \$ \_\_\_\_\_

VIP79639

Dated the 27 day of September, 2005.



Signature

NOTE:

- (i) Under section 67(s) the following reproductions of the plan must accompany this application:
  - (a) one blue linen original (alternatively white linen or original transparencies)
  - (b) one duplicate transparency
  - (c) one whiteprint is required as a worksheet for the land title office
- (ii) The following further requirements may be necessary:
  - (a) If the parent property is in an Agricultural Land Reserve, a release is required unless the parent property is less than 2.0 acres (app. 8094 hectares) or where, for permitted uses, an approving officer has signed the plan under section 1(i)(a) and (b) of the Subdivision and Land Use Regulation (B.C. Reg 7/81) under the Agricultural Land Commission Act
  - (b) Where a notice respecting a grant under the Home Purchase Assistance Act is endorsed on title, an extra white print must accompany the application, unless the Ministry of Lands, Parks and Housing agrees otherwise in writing. This extra print must contain the following endorsement:  
  
 "The eligible residence as defined by the Home Purchase Assistance Act is located on lot [number] created by this plan.  
  
 \_\_\_\_\_  
 B.C.L.S. or solicitor for the owner
- (c) Controlled access approval must be evident on the plan where parent property adjoins a highway that is designated as a controlled access highway.
- (d) Where the plan refers to a restrictive covenant to be made under section 219, the instrument containing the covenant must be rendered with the plan.

27 SEP 2005 14 43

EX122733

LAND TITLE ACT

FORM 35  
(section 220(1))

DECLARATION OF BUILDING SCHEME

5/5  
IC

NATURE OF INTEREST CHARGE: Statutory Building Scheme

HEREWITH FEES OF: \$64.75

01 05/09/27 14:43:37 01 VI 660226  
CHARGE \$64.75

Address of person entitled to apply to register this building scheme:  
Richard and Geraldine Harris (Incorporation number 694288)  
645 Towner Park Road, North Saanich, BC, V8L 5L7

Full name, address, and telephone number of person presenting application:  
Beacon Law Centre  
4599 Chatterton Way  
Victoria, BC V8X 4Y7  
Client No. 11513  
File No. 01554.003

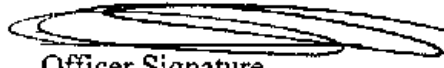
Signature of Applicant or  
Solicitor or Authorized Agent

PIDS  
026-441-063  
026-441-071

Richard Christopher Harris and Geraldine Helen Harris declare that:

1. We are the registered owner in fee simple of the following land (the "Lots"): Lots 1 and 2, Section 3, Range 5, Comiaken District, Plan VIP 79636
2. We hereby create a building scheme relating to the Lots.
3. A sale of any of the Lots is subject to the restrictions enumerated in the schedule attached or annexed hereto.
4. The restrictions shall be for the benefit of all the Lots, provided, however, that we reserve the right to exempt any of the Lots remaining undisposed of by us from all or any of the restrictions and benefits.

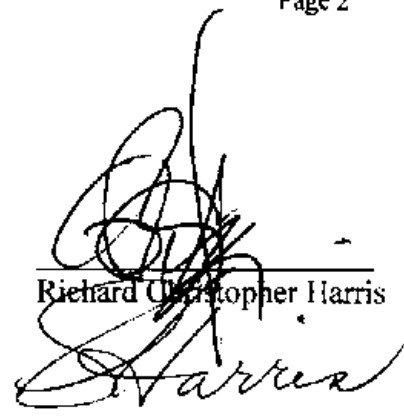
EXECUTION(S)



Officer Signature  
**DELBERT D. ELGERSMA**  
Lawyer and Notary  
Beacon Law Centre  
104 - 9717 3<sup>rd</sup> Street  
Sidney, BC V8L 3A3

August 27, 2005

Execution Date  
[month, day, year]



Richard Christopher Harris



Geraldine Helen Harris

(as to both signatures)

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. 1996, c. 124, 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.

## **SCHEDULE OF RESTRICTIONS**

### **1. Construction Requirements**

#### **1.1 Plan Approval**

No site preparation, construction or any other work shall be commenced for the construction, erection, or placement on either lot in the subdivision of any building, utility service or other improvement until a complete set of plans acceptable to Richard Christopher Harris and Geraldine Helen Harris (the "Developer"), signed by the lot owner(s) ("Owner"), has been deposited with the Developer or their agent and written approval therefor has been obtained. The District of North Cov ichan ("DNC") will not accept any Building Permit Applications from the Owner unless and until the plan and drawings have been stamped "APPROVED " by the Developer (or their agent).

### **2. Intentionally Deleted**

### **3. Intentionally Deleted**

### **4. General Regulations**

4.1 No owner or occupier of either lot shall cause, commit, suffer, authorize or permit any act of nuisance to originate or emanate from his or her lot.

4.2 There shall not be stored, kept nor permitted to be kept or stored on either lot or on any road or driveway adjoining either lot, any junk or wrecked or partially wrecked motor vehicles, or any salvage materials, or goods intended for commercial use of sale, nor shall any waste or refuse be kept or stored on either lot.

4.3 Satellite receiving dishes shall not be mounted on rooftops fronting the street or in any yard area fronting or flanking onto a street. Aerials or clotheslines shall not be erected anywhere on or about either lot.

4.4 No trailer, motor homes or campers are permitted on either lot other than for the purposes of storage by the Owner and must be at least partially screened from the road.

END OF DOCUMENT

NOTICE DECLINING TO REGISTER  
SECTION 308 (FORMERLY SECTION 288) - LAND TITLE ACT

VICTORIA LAND TITLE OFFICE  
850 BURDETT AVE  
VICTORIA BC V8W 1B4

Date of Issue: 29-SEP-05

BEACON LAW CENTRE  
C/O GUY DRAKE

Client File Ref.: 01554.003

In the matter of the following application(s):

Doc.:	EX122727	to	EX122728	FREEHOLD TRANSFER			
Doc.:	EX122729			COVENANT			
Doc.:	EX122730	to	EX122731	EASEMENT			
Doc.:	EX122732			STATUTORY RIGHT OF WAY			
Doc.:	EX122733			STATUTORY BUILDING SCHEME		Returned	
Doc.:	VIP79636			SUBDIVISION PLAN			
Doc.:	VIP79637			SURVEY PLAN			
Doc.:	VIP79638			SURVEY PLAN	02	05/10/06 13:14:23 02 VI	662341
Doc.:	VIP79639			SURVEY PLAN		DEFECT / WITHDR	\$30.00

Related to the following parcels:

003-246-744

TAKE NOTICE that I am unable to proceed with registration of the noted application(s). My reasons for refusing to proceed and my requirements are as follows:

- EX122733 - DOES NOT MEET THE REQUIREMENTS OF A BUILDING SCHEME UNDER SEC 220.
- PAGE 3 ITEM 1.1 - DELETE "IT IS UNDERSTOOD THAT IT IS THE INTENT OF THESE RESTRICTIONS....." TO END OF PARAGRAPH.
- ITEM 2 (BUILDING AND SITING) AND ITEM 3 (LANDSCAPE, FENCING & RETAINING WALLS) - THESE ARE DESIGN GUIDELINES AND NOT PART OF A BUILDING SCHEME. PLEASE DELETE.
- ITEM 4 (GENERAL REGULATIONS) - PLEASE DELETE 4.4, 4.6, 4.7 & 4.8
- ITEM 4.5 - PLEASE DELETE REFERENCE TO "TEMPORARY TRAILER PERMIT BYLAW 1976"

REFERRED TO MARK FRANTZEN.

If these requirements are not met within 31 days from the date of this notice, the application(s) will become cancelled and void.

**Reference Plan of Easements over Parts of Lots 1 & 2,  
Section 3, Range 5, Comiaken District, Plan VIP 79636**

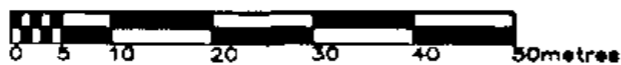
Pursuant to Section 99(1)(e) Land Title Act B.C.G.S. 92B.072

SCALE ~ 1 : 750 - distances in metres

**LEGEND:**

- MONUMENT: Found  Placed
- Standard Iron Post
- traverse hub
- Integrated Control Monument & number

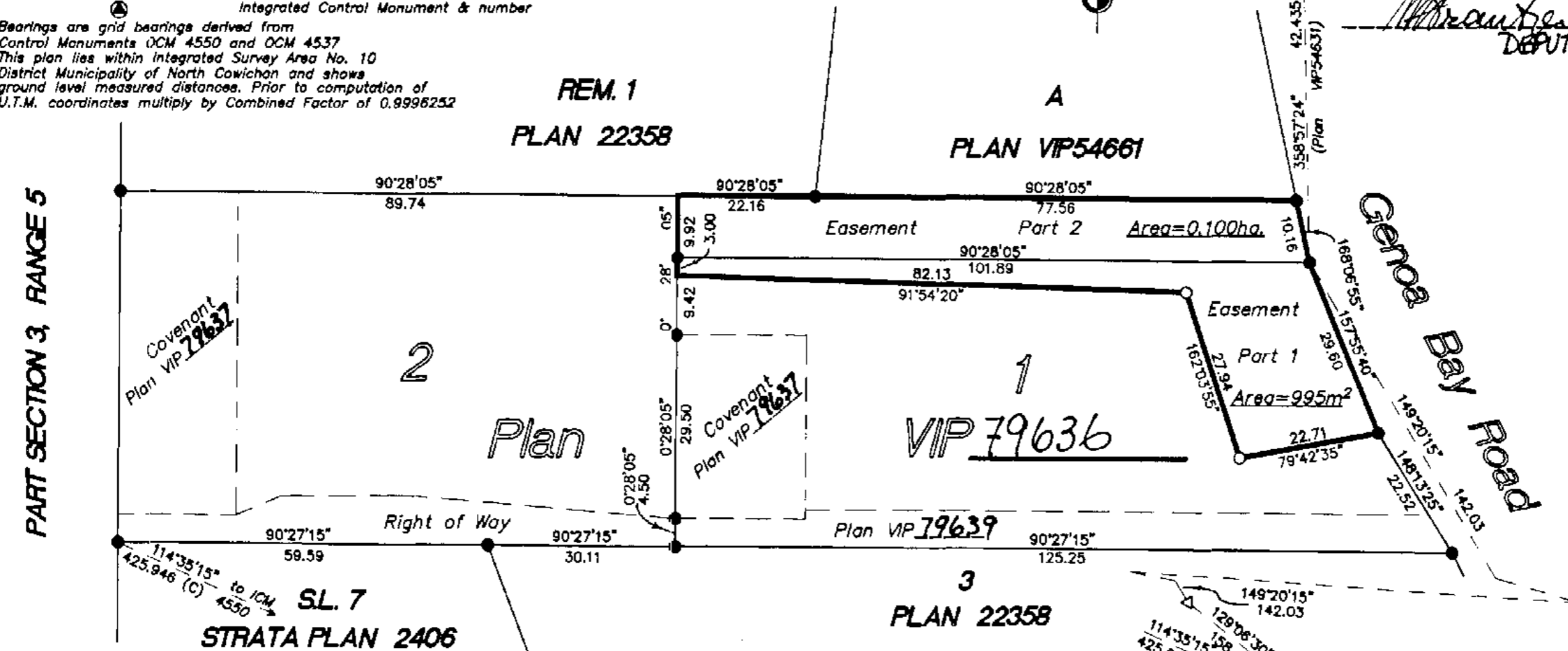
Bearings are grid bearings derived from Control Monuments OCM 4550 and OCM 4537. This plan lies within Integrated Survey Area No. 10 District Municipality of North Cowichan and shows ground level measured distances. Prior to computation of U.T.M. coordinates multiply by Combined Factor of 0.9996252



**PLAN No. VIP 79638**

Deposited in the Land Title Office in Victoria, British Columbia this 23 day of SEPTEMBER 2005

*W. M. ...*  
DEPUTY REGISTRAR  
EX/22730  
GN



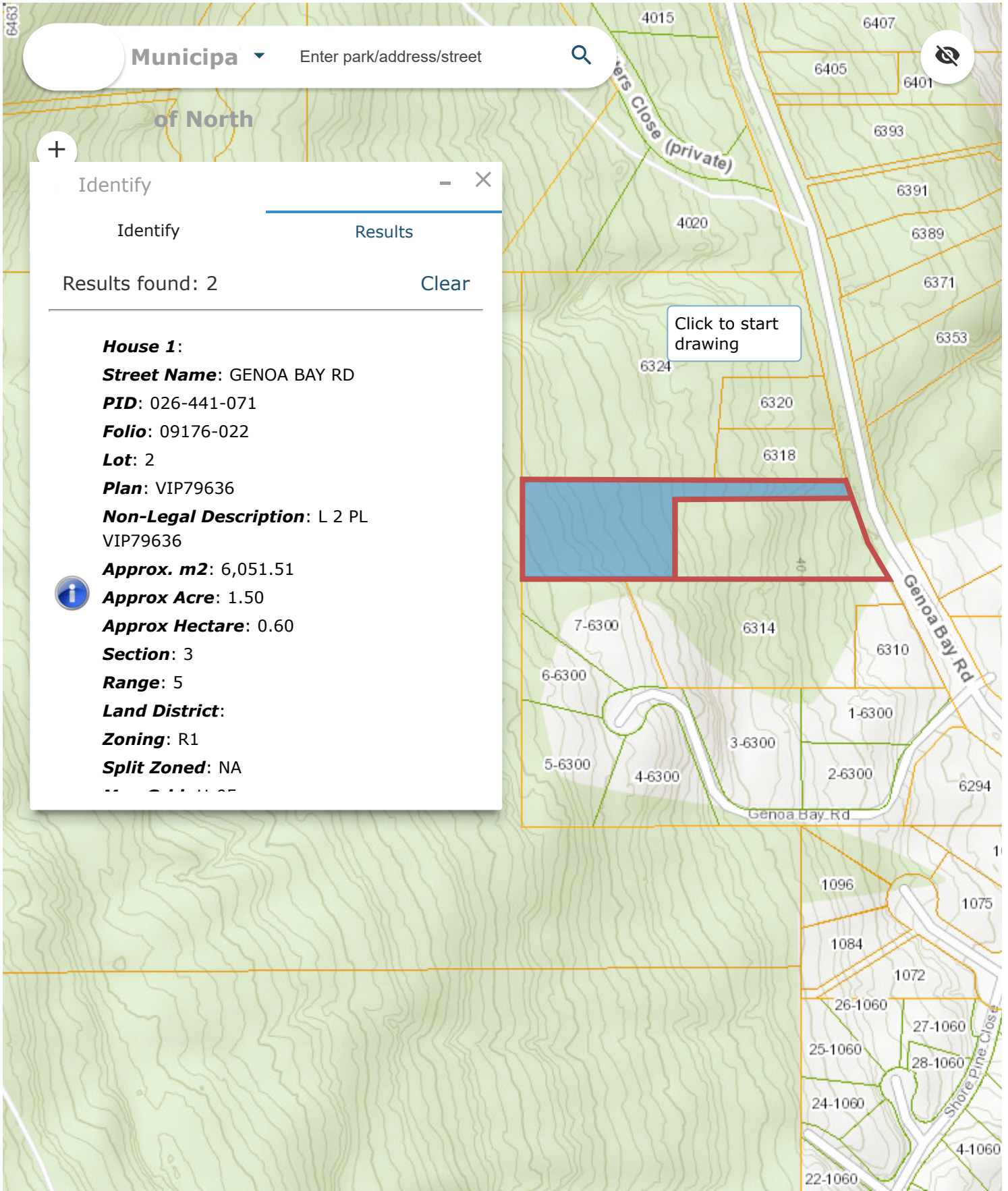
**Richard Mortimer**  
B. C. Land Surveyor  
4388 Riverside Road,  
Duncan, B.C. V9L 6M8  
Tel: 748-5248 - Fax: 748-5214  
File: 2005/Genoa Bay/RP-EAS.dwg

BOOK OF REFERENCE	
LEGAL DESCRIPTION	Area easem't
Part Lot 1	995 m <sup>2</sup>
Part Lot 2	0.100 ha.
<b>TOTAL AREA</b>	<b>0.1995 ha.</b>

THIS PLAN LIES WITHIN THE COWICHAN VALLEY REGIONAL DISTRICT

I, RICHARD MORTIMER, a British Columbia Land Surveyor, of Cowichan Station, in British Columbia, certify that I was present at and personally superintended the survey represented by this plan, and that the survey and plan are correct. The survey was completed on the 18th day of August, 2005. The plan was completed and checked, and the checklist filed under #36371, on the 23th day of August, 2005.

*Richard Mortimer*  
B.C.L.S.



Municipa

Enter park/address/street



Identify

Identify

Results

Results found: 2

Clear

**House 1:**

**Street Name:** GENOA BAY RD

**PID:** 026-441-071

**Folio:** 09176-022

**Lot:** 2

**Plan:** VIP79636

**Non-Legal Description:** L 2 PL  
VIP79636

**Approx. m2:** 6,051.51



**Approx Acre:** 1.50

**Approx Hectare:** 0.60

**Section:** 3

**Range:** 5

**Land District:**

**Zoning:** R1

**Split Zoned:** NA

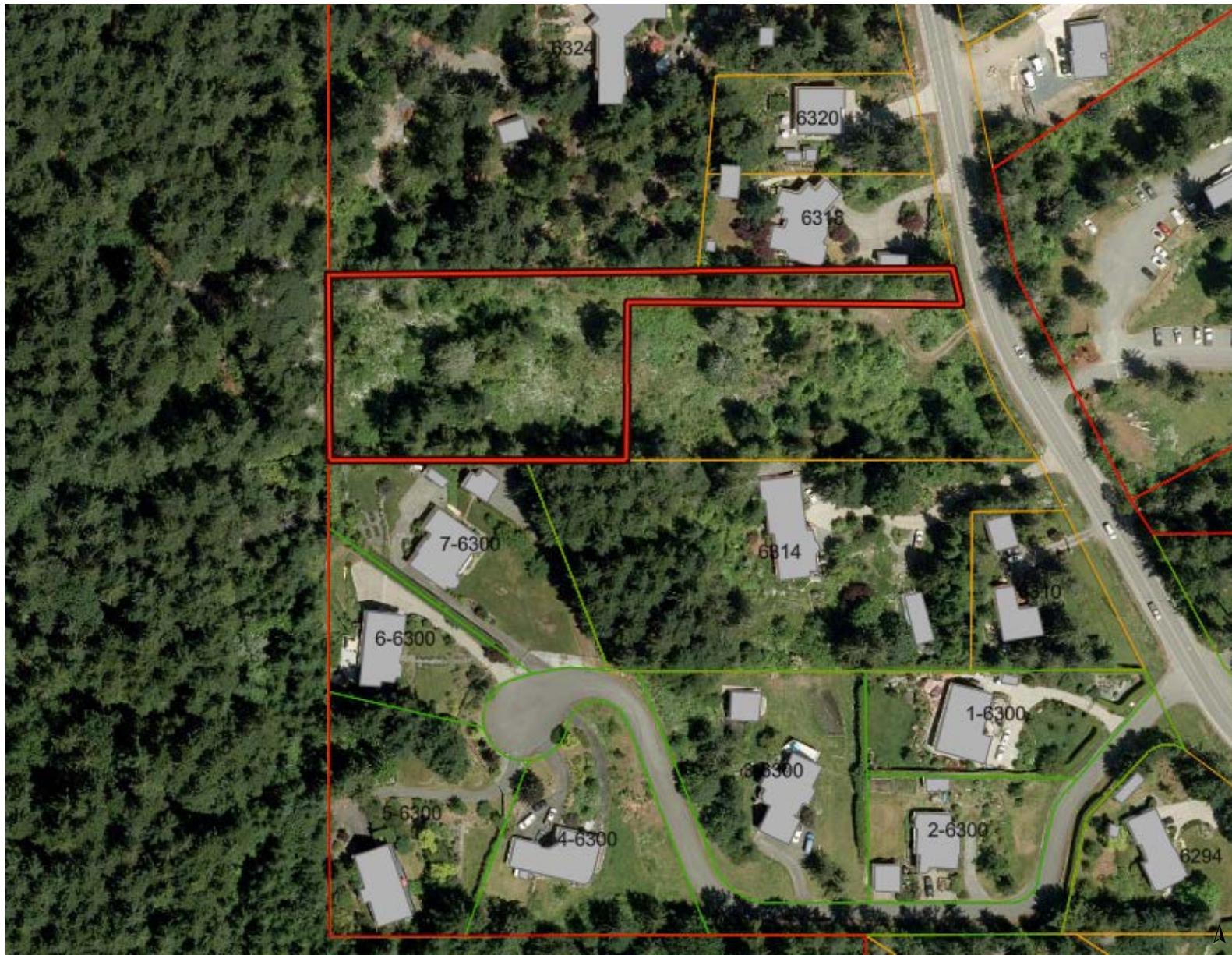
Click to start drawing

-123.608 48.803 Degrees

100m



# Zoning Map - R1 Zone



## Legend

Boundaries and Place Names

North Cowichan Boundary



Land Use and Planning

Managing Growth

Buildings



Urban Containment

Boundary



Zoning

Zoning Labels

Zoning Boundaries



Property Information

Foreshore Lots



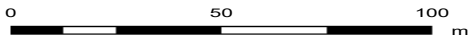
Civic Address Labels

Strata Parcels

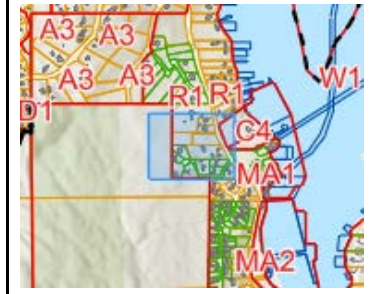
## Notes

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION







## Legend

### Boundaries and Place Names

North Cowichan Boundary



### Land Use and Planning

Managing Growth

Buildings



Urban Containment

Boundary



### Zoning

Zoning Labels

Zoning Boundaries



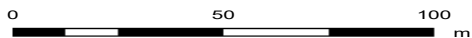
### Property Information

Foreshore Lots



Civic Address Labels

Strata Parcels



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## Notes

## PART 3 – DEFINITIONS

### Definitions

12 In this Bylaw:

[numbering removed from definitions: BL3651]

[Abbeyfield Housing - Repealed. BL3302]

[medical marijuana production facility – Repealed. BL3741]

**“accessory building”** means a building located on the same lot as the principal building and used for a purpose accessory or subordinate to the principal use;

**“accessory dwelling unit, coach house”** means a single storey, self-contained dwelling unit that has direct access to the outside at-grade by a set of internal stairs, and forms the second storey of a detached accessory garage building in the rear of a lot; [BL3333]

**“accessory dwelling unit, garden suite”** means a single storey, self-contained dwelling unit that has direct access to the outside at-grade, where the main floor is no more than 1.0 m (3.28') above grade in a detached accessory building in the rear of a lot; [BL3333]

**“accessory dwelling unit”** means a dwelling unit which is subordinate to and associated with the principal use; [BL3562]

**“accessory office”** means a building, or a portion of a building, used as the office of an architect, contractor, engineer, forester, or a surveyor;

**“accessory use”** means a use which is subordinate to and associated with the principal use;

**“adult novelty business”** means the use of premises for the display, retailing or renting of sex objects; [BL3323]

**“agricultural exhibition and fairground”** means the use of land for the promotion of agriculture through exhibits, festivals, recreational activities or events, educational contests, displays and demonstrations, and may include other activities of a public assembly or temporary nature in accordance with section 51(8); [BL3356]

**“agricultural storage”** means the storage of agriculture and nursery products, excluding processed products produced off the land, with the exception that a food bank may store a limited portion of processed products produced off site and not for sale. The maximum storage area shall not exceed a covered storage area of 500 m<sup>2</sup> (5,382 sq. ft.), and an outdoor storage area of 4,000 m<sup>2</sup> (43,056 sq. ft.); [BL3283]

**“agriculture”** means the use of land, buildings and structures (a) to raise livestock, (b) to grow, rear, produce, and harvest agricultural products, (c) to process crops grown on the land, (d) to store or repair farm equipment used on the land, (e) to sell agricultural products, (f) for aquaculture, (g) for horticulture, (h) for mariculture, and (i) for silviculture, but does not include the operation of feedlots, fur farms, piggeries, poultry farms, or mushroom farms; [BL3597]

**“ALR cannabis production facility”** means a cannabis production facility which qualifies as a farm use under section 2 (2.5) of the *Agricultural Land Reserve Use, Subdivision and Procedure Regulation*, BC Reg. 171/2002, and is located entirely on land designated as within the BC Agricultural Land Reserve; [BL3741]

**“amenity space”** means an area comprised of on-site, communal or private, indoor or outdoor space designated for active or passive recreational use; [BL3333]

**“amusement park”** means the use or intended use of buildings, structures or land, for entertainment provided by glass houses, water slides, go-cart tracks, rides, zoos, mini golf, carnivals, fairs, amusement devices, specifically excluding casinos, and/or bingos;

**“apartment”** means a building containing more than 2 dwelling units, each accessible from a common interior hallway, or additionally accessible from an at-grade entrance; [BL3457]

**“appliance and small equipment repair”** means the use of buildings, structures, or land for servicing or repairing household appliances (e.g. stoves) and small equipment (e.g. lawnmowers);

**“aquarium”** means buildings or structures designated for keeping and exhibiting live vertebrates, invertebrates, and water plants;

**“arterial highway”** means a highway managed by the British Columbia Ministry of Transportation and designated under section 45 (1) (a) of the British Columbia *Transportation Act*; [BL3323]

**“artisan studio”** means the use of premises for the production, and optional display and sale of, arts and crafts made from materials such as metal, wood, textile, glass, or stone; [BL3426]

**“assembly hall”** means a use of a building or structure for the assembly, gathering, or meeting of persons for religious, charitable, philanthropic, cultural, educational, or any other purpose not otherwise specifically defined in the bylaw; [BL3562]

**“assisted living”** means housing and care that is registered pursuant to the *Community Care and Assisted Living Act*, which provides a lockable room, separate common areas for dining and socializing, the provision of meals, housekeeping and personal care services as defined in that *Act*, and its amendments; [BL3302]

**“automobile wrecking or salvage yard”** means the use of land outside an enclosed building where motor vehicles are wholly or partially disassembled, dismantled, or junked, or where motor vehicles which are inoperable are stored, or where used parts of motor vehicles are stored or sold;

**“automotive repair shop”** means a building, structure, or premises used or intended to be used for repairs to motor vehicles and/or boats, and parts thereof, but shall not include motor vehicle manufacture or assembly;

**“bed and breakfast”** means a building or use of a building in which sleeping units are rented, with or without meals being provided, to persons other than members of the family of the owner, tenant, or lessee of the building;

[boarder - Repealed. BL3302]

[boarding house - Repealed. BL3302]

**“bicycle parking stall, Class I”** means a bicycle space designed to provide readily accessible, secured, protected and enclosed bicycle parking for employees or residents; [BL3426]

**“bicycle parking stall, Class II”** means a bicycle space designed to provide secured and weather protected bicycle parking for visitors; [BL3426]

**“brew pub”** means a combination of a pub with a brewery, making beer on a limited production basis, in accordance with regulations set by the Liquor Control and Licensing Branch of the Ministry of the Attorney General. Sale of the beer is restricted to on-premises consumption, except where the licensee has off-sale endorsement for the pub;

**“building”** means any structure used or intended to be used for supporting or sheltering any use or occupancy;

**“campground (short term)”** means the use of land for short-term accommodation (less than 28 consecutive days) for vacation or recreational purposes, in tents or recreational vehicles, and may include the following accessory uses for campground occupants: washrooms, showers, laundry facilities, offices, recreational facilities, convenience stores, or restaurants; [BL3521]

**“campground (seasonal)”** means the use of land for seasonal accommodation for vacation or recreational purposes, in tents, recreational vehicles or park model trailers, and may include the following accessory uses for campground occupants: washrooms, showers, laundry facilities, offices, recreational facilities, convenience stores, or restaurants; [BL3521]

**“cannabis production facility”** means the cultivation, processing, analytical testing, and research of cannabis or cannabis products as authorized by a licence under section 8 (1) of the *Cannabis Regulations*, SOR/2018-144, and includes production, manufacturing, synthesis, alteration, propagation, harvesting, packaging, storing, distribution, and sale of cannabis or cannabis products where and on the terms permitted by that same licence, but does not include:

- (a) the cultivation or processing of cannabis or cannabis products by an individual under Section 56 of the *Cannabis Control and Licensing Act*, SBC 2018, c. 29, or by a registered person or designated person, as defined in Part 14 of the *Cannabis Regulations*, for the personal use and consumption of the individual or registered person; or
- (b) the retail sale of cannabis or cannabis products, including sale authorized under the *Cannabis Control and Licensing Act* or pursuant to s. 69 (1) of the *Cannabis Act*; [BL3741]

**“church”** means a building or land where persons assemble for religious worship and which is maintained and controlled by a religious body for public worship and religious education, and may, from time to time, include educational activities, fund-raising activities, recreational activities, or daycare activities. It may also include periodic, but not permanent, use for social events, craft sales, or flea markets;

**“church camp”** means a camp, that is managed by a church organization but does not include permanent residency, which may entail temporary residency;

**“civic use”** means the use of a building, structure, or land for the following public functions which are under the auspices of a public body: schools, fire halls, parks and recreation facilities owned by a civic body, and sewage pumping stations, water pumping stations, and reservoirs owned by the District or the Cowichan Valley Regional District. It may include temporary retail use, such as flea markets, carnivals or exhibitions, provided that such uses are undertaken for charity and/or are conducted under the auspices of a government body, but does not include government office buildings;

**“club”** means the use of a building, structure, or land by an association or organization for fraternal, social, recreational, community or benevolent purposes;

**“commercial card lock facility”** means an establishment which utilizes a cardlock or keylock system to dispense petroleum products from fuel pumps, but does not include service stations;

**“commercial composting”** means the use or intended use of land for commercially producing growing substance by biologically decomposing organic materials using composting technology (which may include physical turning, windrowing, in-vessel static pile aeration or other mechanical handling), in accordance with the *Waste Management Act* regulations; [BL2984]

**“commercial operation”** means an occupation, employment, or enterprise that is carried on for the purpose of earning income;

**“commercial school”** means a building, structure, or land used or intended to be used for the purpose of providing educational courses in the form of a business school, a secretarial school, language school, dancing school and similar facilities;

**“commercial use”** or **“commercial”** means the use or intended use of a building, structure, land, or any portion thereof as a retail store, office, professional office, hairdresser’s salon, or financial institution;

**“community care facility”** means any facility that provides accommodation and continuous professional care that is defined and licensed under the *Community Care and Assisted Living Act*, and its amendments; [BL3302]

**“community garden”** means an area of land managed and maintained by a group of people, either collectively or on individual garden plots, to grow vegetables, fruit, flowers, or native plants, and includes gardening instruction, demonstration gardening, and the sale or exchange of items produced on site; [BL3367]

**“community hall”** means the use or intended use of a building or structure as a meeting place for individuals within the community. It may include periodic, but not permanent, use for social events, crafts sales, and flea markets;

**“congregate housing”** means a residential multiple-family building which incorporates assisted living, supportive housing or community care facility units for more than ten residents, including resident staff, and includes a private lockable room, separate common areas for dining and socializing, the provision of meals, and housekeeping and may be a registered or licensed facility pursuant to the *Community Care and Assisted Living Act*, and its amendments; [BL3302]

**“Council”** means the Municipal Council of The Corporation of the District of North Cowichan;

**“covered parking”** means an off-street parking use located within a building or structure;

**“craft or artisan distillery”** means an establishment, licensed by the Province of British Columbia, that produces alcoholic beverages by distillation, or by infusion through distillation, and may include a tasting room and retail sales of the product produced on site; [BL3520]

**“custom workshop”** means a workshop where the production, sales, and servicing of specialized goods or services, including cabinets, signs, window coverings, and furniture occur; where this use is accessory to the principal use, all operations shall be conducted within an enclosed building, and shall not exceed 65% of the gross floor area; [BL3037]

**“density”** means the following:

- (a) the maximum number of buildings per lot;
- (b) the maximum number of dwelling units per lot; or
- (c) the maximum floor space ratio,

or a combination thereof; [BL3083]

**“derelict motor vehicle”** means a motor vehicle which is incapable of operating under its own power and does not have attached license plates for the current year, pursuant to the regulations of the *Motor Vehicle Act*, or is unlicensed;

**“dining room”** means an eating establishment, which may serve alcohol, where food is sold to the public for consumption on the premises;

**“drug paraphernalia business”** means the use of premises for the display, retailing or renting of illegal drug-related equipment; [BL3323]

**“dwelling unit”** means one or more rooms which constitute a single, self-contained living unit including sanitary facilities, sleeping facilities and only one kitchen, and which is used as the residence of only one family; [BL2996]

**“eave line”** means the horizontal line on a building that marks the extreme edge of the overhang of a roof, and where there is no overhang, the eave line will be the horizontal line at the exterior intersection of the roof and all; [BL3333]

**“entertainment use”** means a building, structure, or land used or intended to be used for teen clubs, cinemas, theatres, billiard halls, arcades, and the like, and may have accessory food and beverage services;

**“family”** means one or more persons related through marriage or common law, blood relationship, legal adoption, or legal guardianship, or a maximum of 5 unrelated persons occupying a single-family unit provided it is not an Assisted Living, Supportive Housing or Community Care Facility; [BL3202]

**“farm animals”** means domesticated cows, donkeys, horses, mules, llamas, emus, ostriches, swine, sheep, or goats, and other animals usually associated with farming, but not necessarily used solely for agricultural purposes; [3758]

**“feedlot”** means land structure, pen or corral, wherein farm animals are kept for the purpose of fattening for shipment to market;

**“fence”** means a free-standing structure used to enclose or screen around all or part of a lot or site and does not include hedges and similar landscaping;

**“financial institution”** means a bank, credit union, acceptance corporation, trust company, finance company, or similar establishment, but does not include a building or premises containing a single bank machine;

**“fitness centre/gymnasium”** means the use of a building or structure for gymnasiums, weight rooms, exercise studios, hot tubs, saunas, and pools;

**“float home”** means a structure incorporating a flotation system, used or intended to be used or occupied for residential purposes, containing one dwelling unit only, not primarily intended, or used, for navigation, and does not include a water craft designed or intended primarily for navigation; [BL3068]

**“floor space ratio”** means the gross floor area of all buildings divided by the lot area;

**“food and beverage processing”** means the use of a building or structure to house equipment used for processing and/or packaging food, including fish, and beverages to prepare them for sale to the public, and may include a restaurant or sampling area;

**“food bank”** means the storage and distribution of food products for non-profit and charitable purposes; [BL3283]

**“food cart”** means a non-motorized mobile cart with a maximum area of 4.65 m<sup>2</sup> from which food or beverages are carried, contained and offered for sale to the public; [BL3657]

**“food trailer”** means a portable, self-contained trailer that is equipped to cook, prepare or serve, and offer food or beverages for sale to the public, but does not include a food cart; [BL3657]

**“food truck”** means a motorized, mobile, self-contained vehicle that is equipped to cook, prepare or serve, and offer for sale food or beverages to the public, but does not include a food trailer or food cart; [BL3657]

**“forestry use”** means a use providing for the conservation, management, and extraction of primary forest resources, but does not include the manufacturing and processing of forestry products;

**“frontage”** means the minimum required length of the front lot line;

**“funeral parlour”** means a building or structure where the dead are prepared for burial or cremation and where funeral services and wakes may be held, and may include a crematorium;

**“fur farm”** means the use of buildings, structures, or land for the purpose of a commercial operation which raises fur bearing animals for sale, and includes accessory operations for those products which were produced on the lot where the fur farm is located;

**“gallery”** means a building or structure used for viewing artwork or crafts, and may include the sale of such items;

**“gathering for an event”** has the same meaning as in the *Agricultural Land Reserve Use, Subdivision and Procedure Regulation*; [BL3662]

**“go-kart use”** means the use of buildings, structures, or land for the maintenance, repair, operation and racing of go-karts; [BL3761]

**“grade”** means the average finished ground level at the perimeter of a building or structure;

**“greenhouse”** means the use of a building, structure, or land for growing plants, transplanting plants, experimenting with plants, or wholesaling the plants produced, and specifically excludes retail sales of the plants produced;

**“gross floor area”** equals the sum of the floor area of each storey in all buildings on a lot, including exterior walls, but excluding the following:

- (a) attached garages or covered parking areas to a maximum of 42 m<sup>2</sup> (452 sq. ft.) in area in residentially-zoned (R) lots for single-family dwellings, two-family dwellings or modular homes;
- (b) unenclosed and roofless decks, patios, balconies and porches;
- (c) areas below grade with a maximum ceiling height less than 1.8 m (5.91’.);
- (d) elevator shafts and mechanical rooms;
- (e) covered entrances to a maximum of 10 m<sup>2</sup> (107 sq. ft.) in area; [BL3457]

**“habitable room”** means a room used or intended for cooking, eating, sleeping or human occupancy; [BL3383]

**“hairstylist”** means a business or occupation involving cutting and/or styling hair, and may include the services of an esthetician, beautician, manicurist, masseur, or pedicurist;

**“health service”** means an establishment primarily engaged in furnishing medical, surgical or health related services to individuals, and includes the offices of physicians, dentists, and other health practitioners; [BL3160]

**“height”** means the vertical distance from grade to the highest point of a building, excluding church steeples, towers on safety buildings, and silos, as averaged from each of the outermost corners of the building to the highest point of the building;

**“helipad”** means the use of land for a pad used for the landing and take-off of helicopters; [BL3618]

**“highway”** includes a street, road, lane, bridge, viaduct and any other way open to public use, but does not include a private right-of-way on private property;

**“home-based business”** means a commercial operation which is accessory to a residential use within the same lot, and is limited to studios for the production of arts and crafts, automobile repair of private passenger motor vehicles, daycare, hairstylist, office and books, professional office, and small tool and appliance repair;

**“hospital”** means the use of land, buildings or structures for a hospital, as defined in the *Hospital Act*; [BL3618]

**“hotel”** means a building which contains sleeping units used or intended to be used for the temporary accommodation of lodgers and it may include accessory facilities such as restaurants, meeting rooms, convention facilities, gift shops, recreational facilities, Cold Beer and Wine Stores, and/or premises which are licensed primarily for the on-site consumption of alcoholic beverages, and includes motel and boatel;

**“hotel small scale”** means a hotel with a maximum of ten sleeping units, with or without individual cooking facilities, where each unit is no more than 50 m<sup>2</sup> (538.20 sq. ft.) in floor area, and is accessed from a common internal corridor; [BL3426]

**“independent school”** means the use of buildings, structures, and land as a private academic school which is licensed under the *Independent School Act*;

**“industrial use”** means a use providing for processing, fabricating, assembling, storing, transporting, distributing, wholesaling, testing, servicing, repairing, wrecking, or salvaging goods or materials, and selling heavy industrial equipment and retail sales incidental to the principal use, but excludes sawmills, pulp mills, planing mills, commercial composting, and septage facilities; [BL3467]

**“kennel”** means a structure on and/or a use of land for the purpose of sheltering, boarding, and/or breeding four or more dogs;

**“kitchen”** means any room designed or used for the operation of a stove, grill, oven, microwave oven, dishwashing equipment, or any other appliance or equipment used for preparing food; [BL2996]

**“landscape screen”** means a visual barrier formed by a fence, a masonry wall, shrubs, trees, earth berm, or a combination thereof;

**“landscaped open space”** means the area of a lot used for the growing and maintenance of grass, trees, or shrubs, or used for other landscaping purposes but does not include the area of a lot used for parking nor the area of a lot which is covered with asphalt but may include an area of land which is partially covered with decorative pavers;

**“large animal hospital”** means any building, structure, or premises, which have outside paddocks or kennels, in which animals are treated for medical reasons or in which animals are hospitalized, and includes veterinary clinics;

**“laundromat”** means the use of a building or structure for a business enterprise which supplies individuals with the use of washing machines and dryers for monetary compensation. It may include small scale facilities for entertainment (e.g. television), but does not include the sale of alcoholic beverages;

**“limited home-based business”** means a home-based business of “Office and Books”;

**“live-work studio”** means a unit in a multi-storey building with an artisan studio, daycare, personal service, office or professional office on the ground floor with a second floor residential dwelling unit accessed through the commercial premises; [BL3426]

**“liquor”** means beer, wine, spirits or other product that is intended for human consumption and that contains more than 1% alcohol by volume; [BL3651]

**“lot”** means the smallest area of land designated as a separate and distinct parcel on a subdivision plan, bare land strata plan, or certificate of title filed in the Land Title Office;

**“lot area”** means the total horizontal area within the lot lines of a lot;

**“lot area, panhandle”** means any lot which gains highway frontage through the use of a narrow strip of land which is an integral part of the lot. In the case of a panhandle lot, the access strip shall not be included in the calculation of the lot area;

**“lot coverage”** means the total of the horizontal area of the lot within the vertical projection of the outermost walls of all buildings and structures, and the horizontal area of the lot covered by decks which are 150 mm (.5'), or greater, above grade, expressed as a percentage of the lot area;

**“lot line”** means a line which marks the boundary of a lot;

**“lot line, front”** means the lot line common to the lot and an abutting highway, except in the case of:

- (a) a corner lot, where the lot line, front, shall be the shortest lot line common to the lot and the abutting highway,
- (b) a panhandle lot, where the lot line, front, shall be considered the longest lot line that adjoins the abutting highway and forms part of the panhandle, or, excluding the panhandle portion of the lot, that lot line that is parallel to and closest to the highway;

**“lot line, side”** means all lot lines other than the front lot line and rear lot line;

**“lot line, rear”** means the lot line opposite to and most distant from the lot line, front, or, where the lot is triangular in the rear, a line measured 1.5 m (5') from the point at the rear of a lot bounded by intersecting lot lines, sides;

**“major equipment repair”** means the use of buildings, structures, or land for the purpose of repairing farm equipment, construction equipment, industrial equipment, commercial vehicles, and the like;

**“manufactured home”** means a modular home and mobile home; [BL3367]



**“marina”** means a facility which provides moorage space for water-going vessels and may also include, as accessory uses, administrative offices, recreational lounges, eating establishments, the retail sale or rental of marine supplies and equipment, laundromat, shower facilities, dock-side boat repair, and water taxi docks, but does not include floating homes or live-aboard marine public houses;

**“market garden”** means the use of a building, structure, or land as a market which predominantly sells agricultural products, but may also include a crafts shop, a deli, or a bakery;

**“medical education and training”** means the use of land, buildings or structures for providing education, courses or training in any medical profession; [BL3618]

**“micro cannabis production facility”** means a cannabis production facility authorized by a micro license under the *Cannabis Act* and its regulations; [BL3746]

**“mini-warehousing”** means the use of land, buildings, or structures for the business enterprise of storing the personal goods of others in individual fully enclosed storage compartments which are accessible by motor vehicle for loading and unloading;

**“mixed commercial development”** means three or more individual commercial business establishments, housed in one or more buildings designed as an integrated unit and contained within one legal parcel of land; [BL3083]

**“mixed use building”** means a building wherein there are two or more single dwelling units and at least the entire bottom floor of the building is used for commercial purposes;

**“mobile food service”** means the use or intended use of a food truck, food trailer or food cart; [BL3657]

**“mobile home”** means a factory built dwelling unit that conforms to Canadian Standards Association (CSA) Z240-MH series standard; [BL3367]

**“mobile home space”** means an area of land situated within a mobile home park and used for the installation of one mobile home with permissible additions;

**“mobile home park”** means a parcel of land on which manufactured homes are located and individual sites are made available on a long-term rental basis, together with a recreation area, and any buildings or structures accessory to the mobile home park; [BL3367]

**“modular home”** means a factory built home that conforms to CSA A277 series standard; [BL3367; BL3722]

**“motel”** means a hotel, the units of which may include kitchen facilities but does not contain premises licensed for the on-site consumption of alcoholic beverages, or a Cold Beer and Wine store;

**“motion picture and television filming”** means the filming and production of motion pictures or television shows or series; [BL3761]

**“motor vehicle”** means a self-propelled vehicle in, on or by which a person or thing may be transported on a highway, but specifically excludes vehicles designed to be used exclusively on stationary rails or tracks, vehicles moved by human power, mobility scooters, and motor-assisted bicycles; [BL3559]

**“motor vehicle presentation centre”** means the use of a building, structure or land for the display, storage and sales of motor vehicles, motor vehicle parts, accessories and merchandise, including ancillary offices and facilities; [BL3761]

**“motor vehicle sales”** means the use of a building, structure, or land for the sale of motor vehicles and may include accessory products sales, repair shops, or auto body repair shops;

**“motor vehicle testing and driver training facility”** means the use of land for a motorsport circuit and off-road circuit that hosts a variety of motor vehicle driving programs in different configurations with different groups, including but not limited to

- (a) motor vehicles driving the circuit to achieve and improve lap times;
- (b) motor vehicles practicing emergency braking, lane changes, cornering and other procedures including some at high speed;
- (c) multiple motor vehicles using the facility simultaneously including during club or manufacturer activities to achieve and improve their driving skills;
- (d) facilities and repair areas to change settings of motor vehicles, change tires, conduct minor maintenance and repairs, and set up motor vehicles;
- (e) club with restaurant, office, retail store, the sale of food and beverages, change rooms and ancillary amenities;
- (f) parking, off-street parking, covered parking, maintenance, warehouse and storage

facilities; [BL3761].

**“multi-family”** means a lot containing more than 2 dwelling units; [BL3457]

**“multi-family residence”** means a building divided into more than two dwelling units and may include townhouse and stacked townhouse; [BL3495]

**“natural boundary”** means the visible high-water mark of any lake, river, stream, or other body of water where the presence and action of the water are so common and usual, and so long continued in all ordinary years, as to mark upon the soil of the bed of the lake, river, stream, or other body of water, a character distinct from that of the banks thereof, in respect to vegetation, as well as in respect to the nature of the soil itself;

**“nature sanctuary viewing centre”** means the use or intended use of a building, structure, or land for the purpose of viewing, meeting, or displaying nature;

**“night club”** means an establishment or cabaret which offers the sale of liquor in conjunction with live entertainment and/or dancing;

**“nursery”** means the use or intended use of a building, structure, or land for the retail or wholesale sales of flowers, fruits, vegetables, shrubs, trees, or similar vegetation and/or gardening implements. It may also include facilities for growing such vegetation;

**“occupancy”** means the use or intended use of a building or part thereof for sheltering or supporting persons, animals, or property;

**“occupy”** means to become established in, to reside in, or to use land, buildings, or structures;

**“off-street parking”** means a use of land or buildings for the parking needs of the principal use of a lot; the area for such use includes parking spaces and internal driveways in parking areas, but does not include access driveways;

**“off-street loading”** means the use of land or buildings for the loading and unloading needs of the principal use of the same lot;

**“office”** means a place of business where the principal function is intellectual activity and skill usage other than assembling, manufacturing, repairing, or servicing goods. It includes file areas, storage of office supplies, record keeping, financial records, client and account records, space for interviewing clients and similar space use and includes professional offices;

**“personal care use”** means a use providing for the care of the sick, injured, or aged persons other than in a public hospital and shall include personal care homes, intermediate and extended care homes, rest homes, and child custodial homes, and includes housing for seniors, or other special needs groups provided that a care component is present;

**“personal service”** means the use of premises by a barber, aesthetician, manicurist, travel agent, shoe or watch repair person, tailor, dressmaker, or therapeutic, cosmetic or medical massage therapist; [BL3426]

**“piggery”** means the use of buildings, structures, or land for the purpose of a commercial operation which raises pigs and includes accessory operations for those products which were produced on the lot where the piggery is located;

**“poultry”** means chickens, turkeys, ducks, gees and pigeons; [3758]

**“poultry farm”** means the use of buildings, structures, or land for the purpose of a commercial operation which raises poultry, including emu, and ostrich, and includes accessory operations for those products which were produced on the lot where the poultry farm is located;

**“principal building”** means the building used or intended to be used to accommodate the principal use;

**“principal use”** means the primary and chief purpose for which land and buildings are used or intended to be used;

**“professional office”** means an office of an accountant, architect, dentist, engineer, lawyer, doctor, or other medical practitioner;

**“pub”** means the use of buildings, structures, or land for the purpose of selling alcoholic beverages and which is licensed appropriately under the *Liquor Control and Licensing Act* and which may also include the sale of food for consumption within the premises;

**“public lane”** means a public thoroughfare or way not more than 10.1 m (33.14') in width which affords only secondary means of access to a site, at the side or rear; [BL3333]

**“public use”** means a building, facility, or open space, under the direct control of the federal government, provincial government, a regional district, or a municipality and used as a utility, household recycling drop-off depot, office, hospital, prison, university or college, or by a crown corporation, and may include an accessory helicopter landing pad; [BL3457]

**“public utility use”** means a use providing for public utility facilities for water, sewer, electrical, telephone, and similar services where such use is approved by the District; [BL3083]

**“racetrack”** means the use of land for the purpose of holding motor vehicle, motorcycle, horse, or go-cart races;

**“recreation area”** means an area which is set aside for active or passive recreation and which is exclusive of the required yards;

**“recreational facility”** means the use of buildings, structures, or land for gymnasiums, indoor or outdoor racquet courts, curling rinks, skating rinks, swimming pools, aerobic studios, weight rooms, bowling alleys, and the like, and may include accessory restaurants, offices, or sporting goods sales;

**“recreational vehicle”** means a (a) camper, (b) travel trailer, (c) fifth wheel, or (d) motor home, with a maximum width of 2.6 m in transit mode that is licensed under a Provincial enactment; [BL3521]

**“recreation facility small scale,”** means the use of premises as a facility for indoor racquet courts, swimming pools, hot tubs, saunas, aerobic studios, or weight room; [BL3521]

**“recycling drop-off depot”** means the use of land or a building for the drop-off of household recyclable materials; [BL3521]

**“recycling depot”** means the use of a building to collect and sort municipal solid waste, refund containers, or recyclable material but does not include recycling industrial use; [BL3521]

**“recycling industrial use”** means the use of land, a building, or a structure

- (a) to process municipal solid waste or recyclable material into new products, or
- (b) for a feedstock to manufacture products, or
- (c) to convert recyclable materials or municipal solid waste into a form suitable for transportation or manufacture into new products; [BL3521]

**“residential building”** means a building containing a residential use and/or sleeping unit;

**“residential use”** means the occupancy or use of a building, or part thereof, as a dwelling unit;

**“resource use”** means a use providing for extracting, grading, crushing, screening, and storing sand, gravel, minerals, and peat, but excludes all manufacturing of products;

**“restaurant”** means an eating establishment, which may serve alcohol, where food is sold to the public for consumption within the premises, within the patron's motor vehicle, or to be taken to another location for consumption;

**“retail store”** means a use of a building or land to sell or rent goods or wares, other than motor vehicles and heavy equipment; [BL3323]

**“retaining wall”** means a wall erected to hold back water, or support a bank of earth;

**“riding stable”** means a building, structure, or premises used for a commercial operation as a stable where horses can be trained or boarded, or where riding lessons can be given;

**“riparian assessment area”** means the following, when measured from the high water mark:

- (a) for a stream, the 30 m (98.43') strip on both sides of the stream,
- (b) for a ravine less than 60 m (196.85') wide, a strip on both sides of the stream measured to a point that is 30 m (98.43') beyond the top of the ravine bank, and
- (c) for a ravine 60 m (196.85') wide or greater, a strip on both sides of the stream measured to a point that is 10 m (32.81') beyond the top of the ravine bank; [BL3323]

**“seafood market”** means the use of buildings, structures, or land for the retail sale of seafood and related items;

**“secondary suite”** means an additional dwelling unit which is accessory to a single-family dwelling, and meets the requirements set out in section 40.4; [BL3033, BL3674]

**“septage”** means a combination of water carried liquid and solid wastes or settles solids from residences, businesses and institutions normally collected in a septic tank, holding tank, or accumulated in wastewater lines; [BL3467]

**“septage facility”** means any facility, operations or process associated with the gathering, treatment, transportation, transfer, storage, utilization or discharge of sewage waste; [BL3467]

**“service industry”** means the use of land and buildings for the testing, assembling, wholesaling, cleaning, servicing, printing, repairing, and maintaining goods and materials, except as otherwise provided herein, including the sale of tools, lawnmowers, garden equipment, and any similar commodities;

**“service station”** means a use providing for the retail sale of motor fuels and lubricants as its principal use and may include a car wash, the service and repair of motor vehicles and the sale of automotive accessories, but does not include body shops, commercial card lock facilities, paint shops, welding shops, or machine shops;

**“setback”** means the horizontal distance measured at right angles from the lot line and along a parallel line to a use or wall of a building or structure which is nearest to that specific lot line;

**“shipping container”** means a container designed to store and transport cargo by ship, rail, or truck, whether or not it is actually used for such a purpose; [BL3457]

**“single-family dwelling”** means any building, consisting of one dwelling unit, used or intended to be used as the residence of one family, but does not include manufactured homes; [BL3367]

**“slaughterhouse”** means a building wherein animals and/or poultry are killed and butchered;

**“sleeping unit”** means one or more habitable rooms used to accommodate any persons for a period of three (3) consecutive months or less in a calendar year;

**“small sawmill”** means a facility for sawing, planing and dressing logs harvested from the property upon which the facility is located or from adjacent lands; [BL3452]

**“solid fence”** means a fence made of wood, masonry, or other material which is intended to act as a visual screen and which cannot be seen through;

**“stacked townhouse”** means a building containing at least three and not more than eight dwelling units attached by a party wall, where dwelling units may be stacked above one another, where each dwelling unit has direct access to the outdoors at grade and utilizes internal stairs to access the upper units; [BL3426]

**“storage yard”** means buildings, structures, or land used or intended to be used for storing materials. It excludes those materials classified as “special wastes” under the *Waste Management Act*;

**“stream”** means any of the following that provide fish habitat:

- (a) a watercourse, regardless of its water content,
- (b) a pond, lake, river, creek or brook, and
- (c) a ditch, spring or wetland that is connected by surface flow to a watercourse, pond, lake, river, creek or brook; [BL3323]

**“structure”** means any construction fixed to, supported by, or sunk into land or water but excludes concrete slabs on finished or natural grade, and retaining walls or decks on grade which are less than .61 m (2') in height;

**“supportive housing”** means the use of a building designed to accommodate residents as they age and includes a private lockable room, separate common areas for dining and socializing, the provision of meals, and housekeeping, but does not include a community care facility; [BL3302]

**“tea room”** means a restaurant which may include outside seating and the accessory sale and display of arts and crafts, but specifically excludes “fast food restaurants”;

**“temporary mobile home”** means a mobile home which is permitted under the Temporary Mobile Home Permit Bylaw; [BL3754]

**“tourist accommodation”** means the use of land or buildings for providing overnight accommodation to tourists and may include the provision of parking for recreational vehicles or the provision of space for tents, and also may include the provision of accessory facilities;

**“townhouse”** means a building containing at least three, and not more than six dwelling units attached by a party wall, located on 1 lot, with all dwelling units having direct access to the outdoors at grade; [BL3383]

**“trade school”** means buildings, structures, or land used, or intended to be used, for operating a school which offers courses relating to the trades' fields (e.g. welding, mechanic, etc.);

**“two-family dwelling”** means a building, containing two dwelling units which, if joined by a party wall, is primarily adjoined by habitable space rather than a carport, located on a single lot or on two strata lots and which is used or intended to be used as the residence of two (2) families. Despite the foregoing, suites, granny flats, or in-law suites, and the like are permitted, provided that the unit number of 2 is not exceeded.

**“use”** means the purpose or function for which land, or buildings, is used or is designated or intended to be used and/or occupied;

**“veterinary clinic”** means any fully enclosed building, structure, or premises, in which veterinary medicine is practiced, which does not have outside paddocks or kennels;

**“warehouse”** means the use or intended use of a building, structure or land for storing goods or merchandise;

**“watercourse”** means any natural or man-made channel through which water flows, serving to give direction to a current of water;

**“yacht club”** means all buildings, land, foreshore, water lots, and land covered by water occupied for recreation use of a bona fide club incorporated under the *Society Act* and amendments thereto, for the purpose of boating, sailing, or yachting, and other club activities;

**“yard, front”** means that portion of the lot extending from one side lot line to another between the front lot line and a line drawn parallel thereto at a distance prescribed by the minimum setback of the zone in which the lot is located. The depth of such yard shall mean the perpendicular distance between the front lot line and the parallel line;

**“yard, rear”** means that portion of the lot, extending from one side lot line to another, between the rear lot line and a line drawn parallel thereto at a distance prescribed by the minimum setback of the zone in which the lot is located. The depth of such yard shall mean the perpendicular distance between the rear lot line and the parallel line. In the case of a lot where the side lot lines intersect at a point, the rear yard shall be established in accordance with the definition of “lot line, rear”;

**“yard, side”** means that portion of the lot, extending from the front lot line to the rear lot line, between the side lot line and the line drawn parallel thereto at a distance prescribed by the minimum setback of the zone in which the lot is located. The width of such yard shall mean the perpendicular distance between the side lot line and the parallel line;

**“zone”** means the areas into which the District is divided in accordance with this Bylaw, and attached schedules, and for which specific regulations are outlined; and

**“zoning map”** means the map marked Schedule “C” attached hereto and made part of this Bylaw. [BL3302]

- 12.1** Unless specifically included in a definition, the sale, distribution or trade of cannabis and its derivatives is excluded. [BL3688]

## **PART 4 – GENERAL REGULATIONS**

### **Watercourses**

- 13** (1) Despite any other provisions of this Bylaw, other than section 80.2 (7) (d), no building or part thereof shall be constructed, altered, moved, or extended, nor shall any mobile unit, manufactured home, structure, or fill be located: [BL3323]
- (a) within 7.5 m (24.6') from the natural boundary of the sea, or
  - (b) within the riparian assessment area, unless the requirements of the *Riparian Areas Regulation* of the British Columbia *Fish Protection Act* have been met;
  - (c) within 15.0 m (49.21') from the natural boundary of any other watercourse or source of water supply, excluding wells.

## Residential Rural Zone (R1)

### Permitted Uses

- 56 (1) The permitted uses for the R1 zone are as follows:
- Agriculture
  - Assisted Living
  - Bed and Breakfast
  - Community Care Facility
  - Home-based Business
  - Modular Home
  - Single-Family Dwelling
  - Supportive Housing
  - Temporary Trailer (subject to "Temporary Trailer Permit Bylaw 1976", No. 1685)
  - Two-Family Dwelling [BL3302, BL3367]

### Minimum Lot Size

- (2) The minimum permitted lot size for the R1 zone is 1,675 m<sup>2</sup> (18,029 sq. ft.).

### Minimum Frontage

- (3) The minimum permitted frontage for the R1 zone is 30.0 m (98.43').

### Density

- (4) The maximum permitted density for the R1 zone is as follows:
- (a) The number of residential buildings shall not exceed one.
  - (b) Despite the foregoing, the placement of a temporary trailer may also be permitted on lots larger than 0.81 ha (two acres) subject to "Temporary Trailer Permit Bylaw 1976", No. 1685.
  - (c) The maximum permitted floor space ratio for the R1 zone is 0.5:1. [BL3383]
  - (d) Despite section 56 (4) (a), a maximum of 2 residential buildings, with a total combined maximum of 2 dwelling units, is permitted on 9272 Cottonwood Road (PID: 006-038-000). [BL3642]
  - (e) Despite section 56 (4) (a), a maximum of 2 residential buildings, with a total combined maximum of 2 dwelling units, is permitted on 1217 Barnes Road (PID: 003-134-814). [BL3666]

### Maximum Lot Coverage

- (5) The maximum permitted lot coverage of the R1 zone is 30% of the lot area.

### Minimum Setbacks

- (6) The minimum permitted setbacks for the R1 zone are as follows:
- (a) Principal Buildings
    - Yard, Front, 6.0 m (19.68')
    - Yard, Side, 3.0 m (9.84')
    - Yard, Rear, 8.0 m (26.25')
  - (b) Accessory Buildings and Structures (Excluding Fences)
    - Yard, Front, 6.0 m (19.68')
    - Yard, Side, 3.0 m (9.84')
    - Yard, Rear, 3.0 m (9.84')
- (6.1) The minimum permitted setback from the vehicle entrance of a principal or accessory building to a public road other than a lane is 5.8 m (19.03'). [BL3150]

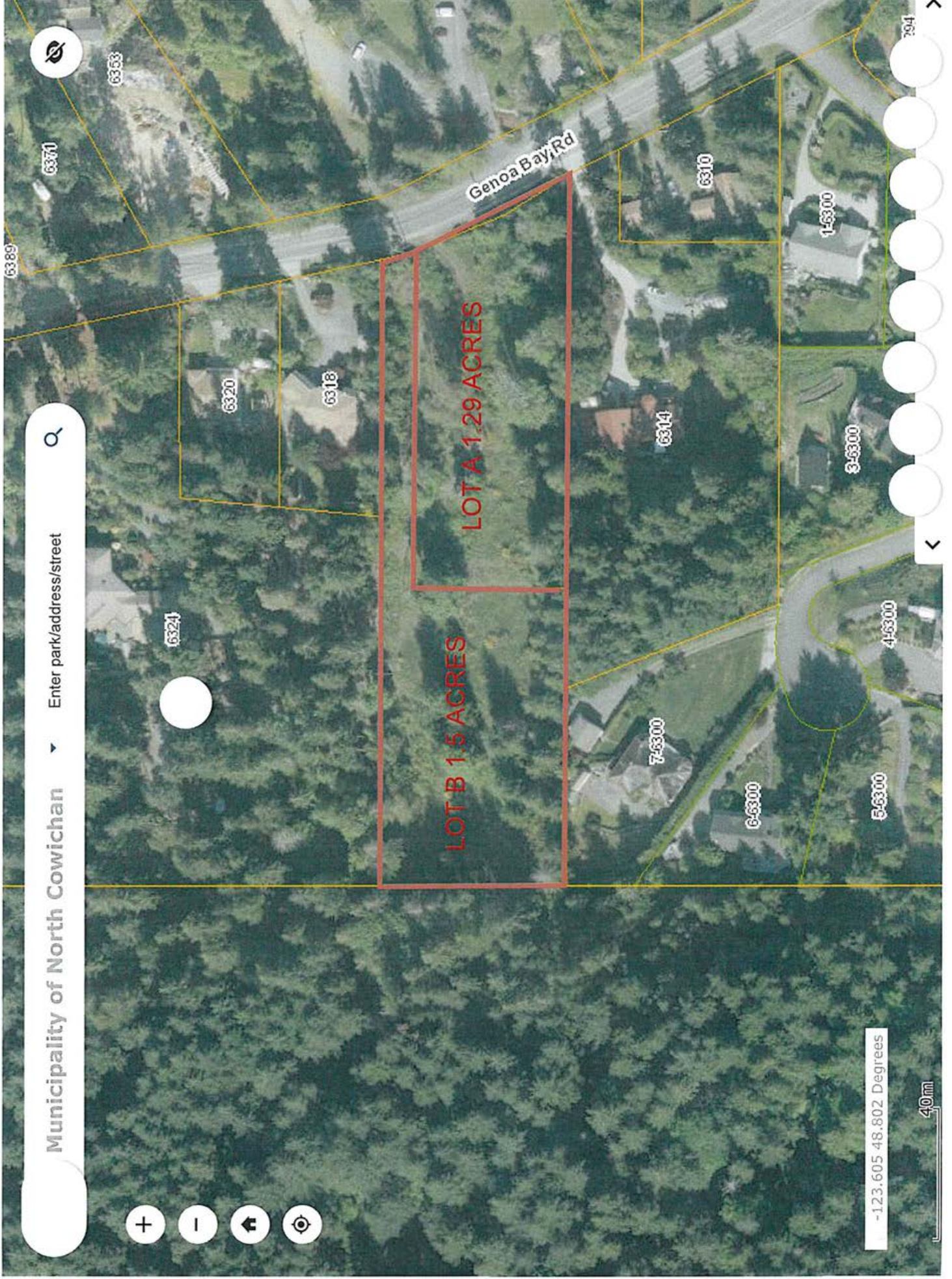
### Maximum Building Height

- (7) The maximum permitted building heights for the R1 zone are as follows:
  - (a) Principal Buildings, 9.0 m (29.53')
  - (b) Accessory Buildings, 5.0 m (16.40')

### Conditions of Use

- (8) The conditions of use for the R1 zone are as follows:
  - (a) No fences over 1.2 m (4.00') in height are permitted in the required yards, front.
  - (b) No fences over 2.0 m (6.56') in height are permitted in the required yards, side or rear.
  - (c) In no situation shall a fence be greater than 2.0 m (6.56') in height.
  - (d) Bed and breakfast uses may have no more than six sleeping units.
  - (e) Agriculture use shall be subject to "Animal Control Bylaw, 1995", No. 2856.
  - (f) Assisted Living, Supportive Housing, and Community Care Facilities may be permitted provided that the number of residents does not exceed ten, including resident staff,
    - (ii) the use is within a single-family dwelling unit only,
    - (iii) valid health permits for septic systems or on-site wastewater treatment systems are obtained, where no municipal sewer is available. [BL3302]
  - (g) Limited farm sale of agricultural products may be sold directly to the public provided that:
    - (i) a minimum of 50% of the agricultural products offered for sale are produced on the land;
    - (ii) the covered retail sales area does not exceed 100 m<sup>2</sup> (1076.4 sq. ft.); and
    - (iii) the retail sales are clearly ancillary to the farm use. [BL3083]
  - (h) [Repealed. BL3367]









## Local & Regional Authorities

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**Cowichan Valley Regional District**

175 Ingram St. Duncan, BC V9L 1N8  
Phone 250-746-2500  
Hours: Monday – Friday 8:30 am - 4:30 pm  
**CVRD Development Services**  
Email: ds@cvrd.bc.ca  
Phone: 250.746.2620  
Toll Free: 800.665.3955  
Fax: 250.746.2621

**Municipality of North Cowichan**

7030 Trans Canada Hwy, Box 278, Duncan, BC V9L 3X4  
Phone: (250) 746-3100  
Fax: (250) 746-3133  
Email: feedback@northcowichan.bc.ca  
MNC Planning Dept. (250) 746-3105

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**City Of Duncan**

200 Craig Street  
Phone: 250.746.6126  
Fax: 250.746.6129  
E-mail: duncan@duncan.ca

**Town of Ladysmith**

410 Esplanade, Ladysmith BC V9G 1A2  
Phone: 250-245-6400  
Fax: 250-245-6411  
Email: info@ladysmith.ca

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**Town of Lake Cowichan**

39 South Shore Rd. Box 860, Lake Cowichan BC V0R 2G0  
Phone: 250-749-6681  
Fax: 250-749-3900

**District of Ucluelet**

200 Main Street, Ucluelet, BC V0R 3A0  
Phone: 250-726-7744  
Fax: 250-726-7335  
Email: info@ucuelet.ca

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**City of Nanaimo**

455 Wallace Street, Nanaimo, BC V9R 5J6  
Hours: Monday – Friday 8:30 am - 4:30 pm  
Phone: (250) 754-4251

**Regional District of Nanaimo**

6300 Hammond Bay Rd. Nanaimo V9T6N2  
Hours: Monday – Friday 8:30 am - 4:30 pm  
Phone: (250) 390-4111

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**City of Parksville**

100 Jensen Avenue East, Parksville, BC V9P 2H3  
Hours: Monday – Friday 8:0 am - 4:00 pm  
Phone: 250 248-6144  
Fax: 250 248-6650

**City of Campbell River**

301 St. Ann's Rd., Campbell River BC, V9W 4C7  
Hours: Monday – Friday 8:30 am - 4:30 pm  
Phone: (250) 286-5700  
Fax: (250) 286-5760

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**Town of Qualicum Beach**

#201 - 660 Primrose Street, Qualicum Beach, BC V9K 1S7  
Hours: Monday – Friday 8:0 am - 4:00 pm  
Phone: 250.752.6921  
Fax: 250.752.1243  
Email: qbtown@qualicumbeach.com

**Vancouver Island Health Authority**

1952 Bay Street, Victoria, BC V8R 1J8  
Phone: 250.370.8699  
Toll-free: 1-877-370-8699  
Fax: 250.370.8750  
Email: info@viha.ca



# Appraisers & Home Inspectors

## Property Appraisers

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### Cunningham Rivard Appraisers

Phone: 250-737-1777  
Email: [office@crisland.com](mailto:office@crisland.com)  
Web: [crisland.com](http://crisland.com)  
300 - 394 Duncan Street, Duncan, BC V9L 3W4

### Astro Appraisals

Phone: 250-748-3159  
Email: [appraisals@astroappraisals.ca](mailto:appraisals@astroappraisals.ca)  
Web: [astroappraisals.ca](http://astroappraisals.ca)  
105C-394 Duncan Street, Duncan BC, V9L 3W4

## Home Inspectors

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### Falcon Home Inspections

Pierce Bowie  
Phone: 778-708-5085  
Email: [info@falconhomeinspections.ca](mailto:info@falconhomeinspections.ca)  
Web: [falconhomeinspections.ca](http://falconhomeinspections.ca)

### Stellar Home Inspections

Matt Kuzma  
Phone: 250-514-3252  
Email: [matt@stellarinspections.ca](mailto:matt@stellarinspections.ca)  
Web: [stellarinspections.ca](http://stellarinspections.ca)

### Above The Barr

Steven Barr  
Phone: 778-288-4857  
Email: [abovethebarrinspections@gmail.com](mailto:abovethebarrinspections@gmail.com)  
Web: [abovethebarrinspections.ca](http://abovethebarrinspections.ca)

## Engineering, Survey, Demolition & Hazmat

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### Rockridge Inc. Demolition

Phone: 250-658-1001  
[rockridgeinc.com](http://rockridgeinc.com)

### Lewkowich Engineering & Hazmat Testing

Tel: 250-756-0355  
Suite A-2569 Kenworth Road  
Nanaimo, BC V9T 3M4

### Demxx - Demolition

Phone: 250-954-0296  
Email: [info@demxx.com](mailto:info@demxx.com)  
1688 Alberni Hwy.  
P.O. Box 764 Coombs, B.C. V0R 1M0

### Kenyon Wilson Surveyors

Phone: 250-746-4745  
Email: [office@kenyonwilson.ca](mailto:office@kenyonwilson.ca)  
Web: [kenyonwilson.ca](http://kenyonwilson.ca)  
221 Coronation Ave. Duncan BC V9L 2T1

## Septic Inspectors & Septic Pumping

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### Ace Bobcat Septic Inspections

Phone: 250-709-9643  
Web: [acebobcat.com](http://acebobcat.com)  
6149 Scott Road, Duncan BC

### Save-On Septic – Inspections & Pumping

Phone: 250-748-5676  
Web: [saveonspetic.com](http://saveonspetic.com)

## Water Testing

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### BC Aquifer

Phone : (250) 748-4041  
Fax: (250) 748-5775  
Address: 5420 Trans Canada Hwy Duncan, BC,  
V9L6W4

### Caledonian Water Company

Ed Henderson  
Phone: 250-746-3975  
Address: 1059A Canada Ave, Duncan BC, V9L 1V2