

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.

5.11A LR-11 LAKEVIEW RECREATIONAL 11 ZONE

Subject to compliance with the general regulations detailed in Parts 3 of this Bylaw, the following regulations shall apply to the LR-11 Zone:

1. Permitted Uses

The following uses and no others are permitted in an LR-11 Zone:

- a) Recreational residence

The following accessory uses are permitted in the LR-11 Zone:

- b) Community service facility;
- c) Home office;
- d) Buildings and structures accessory to a principal permitted use.

2. Minimum Parcel Size

The minimum parcel size in the LR-11 Zone is 1600 m².

3. Servicing

All parcels in the LR-11 Zone shall be connected to a community sewer system and a community water system.

4. Number of Recreational Residences

Not more than one recreational residence is permitted on a parcel that is zoned LR-11.

5. Footprint Area

The maximum footprint area for a recreational residence on a parcel in the LR-11 Zone is 105 m², plus a covered, unenclosed deck attached thereto not exceeding 31 m² and not extending more than 3.7 metres from a foundation wall.

6. Setbacks

The following minimum setbacks apply in the LR-11 Zone:

Type of Parcel Line	Residential and Accessory Buildings and Structures
Front Parcel Line	4.5 m
Interior Side Parcel Line	4.5 m
Exterior Side Parcel Line	4.5 m
Rear Parcel Line	4.5 m

7. Height

The following maximum height regulations apply in the LR-11 Zone:

- a) Principal Buildings and structures 10 m
- b) Accessory buildings and structures 6 m

8. Parcel Coverage

The parcel coverage shall not exceed 20 percent for all buildings and structures in the LR-11 Zone

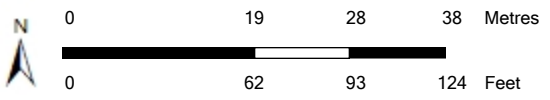
9. Parking

Off-street parking shall be provided in accordance with Section 3.14 of this bylaw.



Legend

- Parks
- Park
- Recreation Area



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.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

© Cowichan Valley Regional District



90JN-1 09 50 2

ED061259

FORM 17 - CHARGE
 NATURE: Statutory Right of Way for the
 creation and maintenance of title office
 underlying VICTORIA
 TRUE VALUE: \$ 100.00
 HEREBY TAKEN OFF: NIL
 APPLICANT: *R. Vasquez*
 REVENUES ANDRES VASQUEZ
 AGENT FOR B.C. HYDRO, 970 BURRARD ST.,
 VANCOUVER, B.C. V6Z 1Y3 663-3685

THIS AGREEMENT made as of the 26 day of MARCH, 1990

BETWEEN:

CP
 J.S.T.B. HOLDINGS LTD.,
 Incorporation No. 222889, a company
 duly incorporated under the laws of the
 Province of British Columbia on the
 19th day of December 1980, and having its
 registered office at 736 - 3rd Floor
 Broughton Street, in the City of
 Vancouver, in the Province of British
 Columbia, V8W 1E1

(hereinafter called "the Owner")

OF THE FIRST PART

AND:

EB76720
 BRITISH COLUMBIA HYDRO AND POWER
 AUTHORITY, of 970 Burrard Street,
 in the City of Vancouver, in the
 Province of British Columbia,
 V6Z 1Y3,

(hereinafter called "B. C. Hydro")

OF THE SECOND PART

WITNESSETH THAT:

00/03/03 A89225 CHG FREE

1. The Owner, in consideration of the sum of Ten Dollars (\$10.00) of the lawful money of Canada (the receipt and sufficiency whereof is hereby acknowledged), hereby grants unto B. C. Hydro in perpetuity the full and free right, liberty and statutory right of way for B. C. Hydro, its servants, agents and all others the licensees of B. C. Hydro:

- (a) (i) To construct, erect, string, operate, or otherwise install, maintain, remove and replace poles with anchors, guy wires, brackets, crossarms, insulators, transformers and their several attachments and one or more lines of wire;
- (ii) To excavate for, install, operate, maintain, remove and replace (with *DB*)

HW9/18/22

- 2 -

conduits or cables of the initial or any other size) one or more underground conduits, whether or not encased by concrete or other protective material, cables with all necessary attachments and fittings, and aboveground or underground transformers,

for the transmission and distribution of electric energy and for communication and television and aircraft warning purposes (all of which are hereinafter collectively called "the works") upon and within the land described in the Schedule hereto (hereinafter called "the land");

- (b) (i) To trim or fell all or any trees or growth now or hereafter on any portion or portions of the land lying within three (3) metres of a line formed by raising or dropping perpendiculars to the surface of the ground from the outermost points of any part of the works (which portions are hereinafter together called "the adjacent areas");
- (ii) To clear the adjacent areas and keep them cleared of all or any part of any trees or growth now or hereafter on the adjacent areas;
- (iii) To clear the adjacent areas and keep them cleared of all or any part of any buildings or obstructions now or hereafter on the adjacent areas which might, in the opinion of B. C. Hydro, interfere with or endanger the installation, operation, maintenance, removal or replacement of or access to the works or any part thereof or the operation, use, maintenance or existence of which on the adjacent areas might, in the opinion of B. C. Hydro, create or increase any hazard to persons;
- (c) Generally to do all acts necessary or incidental to the business of B. C. Hydro in connection with the foregoing.

2. The Owner hereby covenants with B. C. Hydro:

- (a) Not to make, place, erect, operate, use or maintain any building, structure, foundation, pavement, excavation, well, pile of material, obstruction, equipment, thing or inflammable substance, (hereinafter called "the Owner's works"), or to plant any growth upon any of the adjacent areas, if any such actions, in the opinion of B. C. Hydro:
 - (i) might interfere with or endanger the works or any part thereof or the installation, operation, maintenance, removal or replacement of the works or any part thereof; or

HW9/18/22

- 3 -

3

- (ii) might obstruct access by B. C. Hydro's servants, agents or licensees to the works or any part thereof; or
 - (iii) might by the operation, use, maintenance or existence of the Owner's works on any of the adjacent areas create or increase any hazard to persons, vehicles or equipment;
 - (b) Not to carry out blasting or aerial logging operations on or adjacent to any portion of the adjacent areas unless permission in writing from B. C. Hydro has first been received, which permission shall not be unreasonably withheld;
 - (c) Not to diminish or substantially to add to the ground cover over such of the works as may be from time to time installed, operated or maintained below the surface of the land and, in particular, without in any way limiting the generality of the foregoing, not to construct open drains or ditches along or across such of the works as may at any time be installed on or under the land;
 - (d) Not to do or knowingly permit to be done any act or thing which might in any way whatsoever interfere with or injure or endanger the works or any part thereof or impair the operating efficiency thereof or create or increase any hazard to persons.
3. B. C. Hydro hereby covenants with the Owner:
- (a) To pay compensation to the Owner for any damage to any buildings, crops, or improvements outside any of the adjacent areas caused by B. C. Hydro in the exercise of any of its rights hereunder and without negligence on the part of the Owner;
 - (b) To pay all royalties, scaling fees and other charges which may be levied by the Crown against any timber that B. C. Hydro cuts on the land;
 - (c) To pay compensation to the Owner for all merchantable timber cut or damaged on the land by B. C. Hydro in the exercise of any of its rights under this Agreement;
 - (d) That it will, as soon as weather and soil conditions permit and insofar as it is practicable to do so, bury and maintain any underground works installed hereunder so as not to interfere with the drainage or ordinary cultivation and use of the land.
4. It is mutually agreed between the Owner and B. C. Hydro that:
- (a) The amount of any compensation payable under Paragraph 3 hereof shall be such as may be mutually agreed upon between the Owner and

HW9/18/22

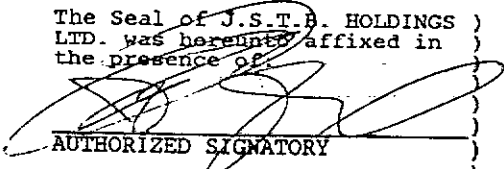
- 4 - H

B. C. Hydro and in the event of disagreement as may be settled by arbitration pursuant to the Commercial Arbitration Act, but no such compensation shall be payable for any damage or cutting for which compensation has theretofore been paid;

- (b) The title to all timber cut on the land by B. C. Hydro in the exercise of its rights hereunder shall vest in B. C. Hydro;
- (c) This Agreement shall be construed as running with the land and that no part of the fee of the soil shall pass to or be vested in B. C. Hydro under or by this Agreement;
- (d) The expressions "Owner" and "B. C. Hydro" herein contained shall be deemed to include the executors, administrators, successors and assigns of such parties wherever the context so admits;
- (e) Where the expression "Owner" includes more than one person, all covenants herein on the part of the Owner shall be construed as being several as well as joint;
- (f) Wherever the singular and masculine are used in this Agreement they shall be construed as meaning the plural or the feminine or body corporate where the context or the parties hereto so require.

IN WITNESS WHEREOF the Owner has caused these presents to be executed as of the day and year first above written.

The Seal of J.S.T.B. HOLDINGS LTD. was herewith affixed in the presence of


 AUTHORIZED SIGNATORY

 AUTHORIZED SIGNATORY

HW9/18/22

- 5 -

5

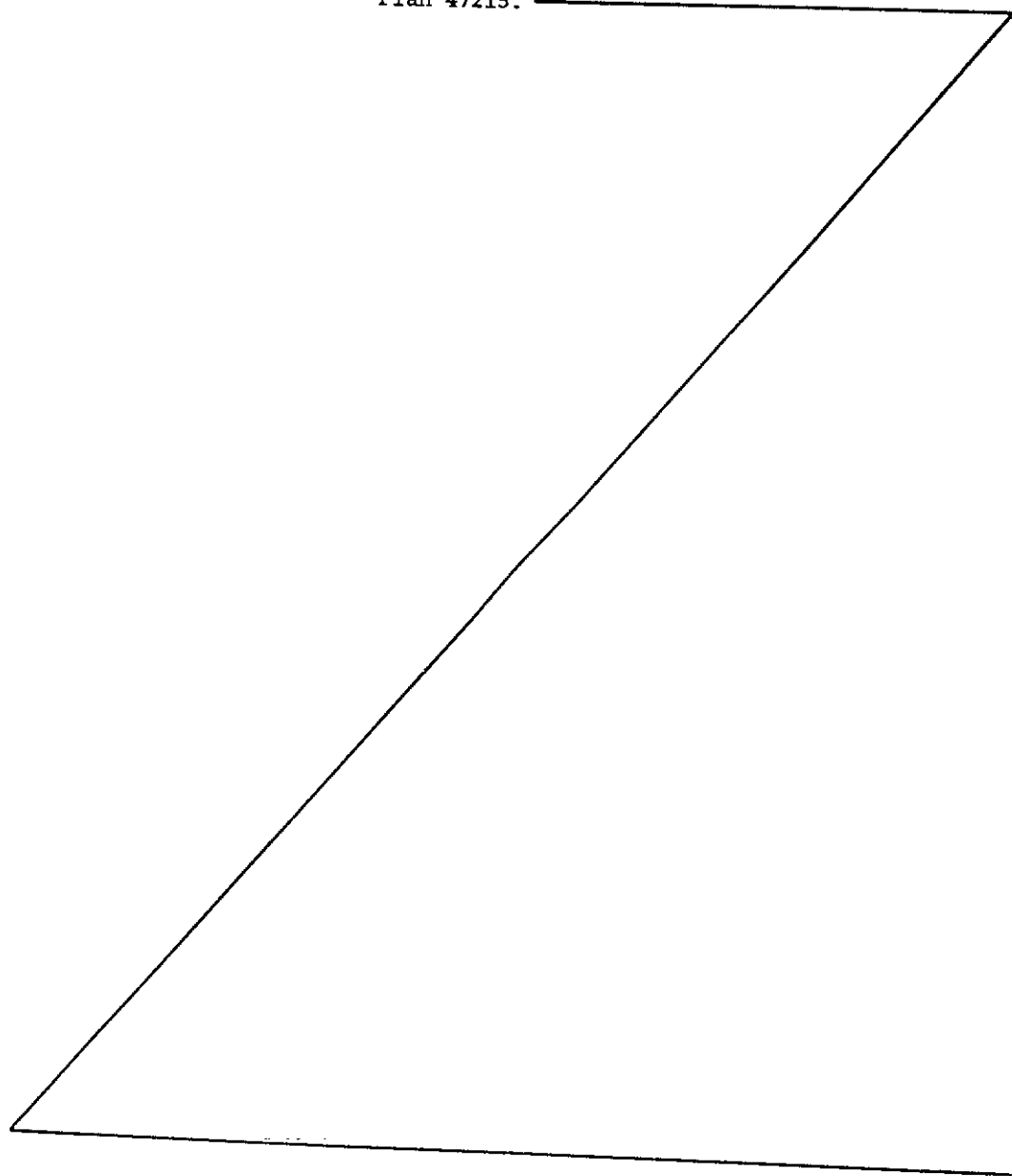
SCHEDULE

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Nanaimo/
Cowichan Assessment Area, in the Province of British Columbia, and more particularly known and described as:

P.I.D. # 012-094-102

Lot A, Block 180, Cowichan District,

Plan 47215.



HW9/18/22

Proof of Execution by Corporation

I CERTIFY that on the 26 day of MARCH, 1990,
at VICTORIA in British Columbia,

(whose identity has been proved by the evidence on oath of JOSEPH BOURGUE
(State full name, address and occupation))

who is) personally known to me, appeared before me and acknowledged to me that he/she is
the authorized signatory of J.S.T.B. HOLDINGS LTD.

and that he/she is the person who subscribed his/her name and affixed the seal of the
corporation to the instrument, that he/she was authorized to subscribe his/her name and affix
the seal to it, and that the corporation existed at the date the instrument was executed by the
corporation.

IN TESTIMONY OF WHICH I set my hand and seal of office at VICTORIA
this 3 day of APRIL, 1990 in British Columbia,

A Commissioner for Taking Affidavits for British Columbia
A Notary Public in and for the Province of British Columbia
DAVID ADAMS 300-1070 DOUGLASS ST., VICTORIA, B.C. V8C 2K8

Proof of Execution by Corporation (D.V.A.)

I CERTIFY that on the _____ day of _____, 19____,
at Ottawa, in Ontario,

who is personally known to me, appeared before me and acknowledged to me that he is the
authorized signatory of THE DIRECTOR, THE VETERANS' LAND ACT and that he is
the person who subscribed his name and affixed the seal of the corporation to the instru-
ment, that he was authorized to subscribe his name and affix the seal to it, and that the
corporation existed at the date the instrument was executed by the corporation.

IN TESTIMONY OF WHICH I set my hand and seal of office at Ottawa, in Ontario,
this _____ day of _____, 19____.

A Commissioner for Taking Affidavits for British Columbia
A Notary Public in and for the Province of British Columbia

Statutory Declaration Where Attorney is Not a Corporation

I, _____
of _____, in British Columbia, solemnly declare that:

1. I am the attorney for _____
under a power of attorney filed under the LAND TITLE ACT.
2. I am the person who subscribed the name of _____
and my name in the instrument as a transferor.
3. At the time of the execution of the instrument the power of attorney had not been
revoked by or on behalf of _____
and I had not received any notice or information of the death, disability or bankruptcy of _____

OR, IF THE PRINCIPAL OF THE POWER OF ATTORNEY IS A CORPORATION,
SUBSTITUTE FOR 3 ABOVE:

3. At the time of execution of the instrument the power of attorney had not been revoked
by or on behalf of _____
that _____ is legally entitled to hold and
dispose of land in British Columbia, and I had not received any notice or information of the
bankruptcy or dissolution of _____
4. I know the contents of the instrument and subscribed the name of _____
to it voluntarily as the
free act of the transferor.

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

Declared before me at _____
in British Columbia, this _____ day of _____,
19____.

A Commissioner for Taking Affidavits for British Columbia
A Notary Public in and for the Province of British Columbia

Certificate of Acknowledgment of Transferor

I CERTIFY that on the 26 day of MARCH, 19 90 at VICTORIA in British Columbia.

whose identity has been proved by the evidence on oath of JOSEPH BOURQUE (State full name, address and occupation)

who is personally known to me, appeared before me and acknowledged to me that he/she/they is(are) the person(s) mentioned in this instrument as a transferor (or attorney of a transferor), that his/her/their name(s) is(are) subscribed to it, that he/she/they know(s) the contents of the instrument and executed it voluntarily, and is(are) of the age of 19 years or more.

IN TESTIMONY OF WHICH I set my hand and seal of office at VICTORIA this 28 day of APRIL, 19 90 in British Columbia.

A Commissioner for Taking Affidavits for British Columbia A Notary Public in and for the Province of British Columbia

Dated 19

J.S.T.B. HOLDINGS LTD.

and

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

STATUTORY RIGHT OF WAY

Properties Division British Columbia Hydro and Power Authority

RAV/nm 23 October 1989 FILE: 538-16070(X501)

Affidavit of Witness

I, of in British Columbia, make oath and say:

- 1. I was present and saw this instrument duly signed and executed by the party(ies) to it, for the purposes named in it.
2. The instrument was executed at
3. I know the party(ies), who is(are) 19 years old or more.
4. I am the subscribing witness to the instrument and am 16 years old or more.

Sworn before me at in British Columbia, this day of 19

A Commissioner for Taking Affidavits for British Columbia A Notary Public in and for the Province of British Columbia

BCHydro
Properties



ED 010204
Proud of our Service

Telephone: 663-3985

28 May 1990

FILE: 538-1602.0(X501)

DELIVERED BY VICTRO
REGISTRY SERVICES LTD.

The Registrar
Land Title Office
850 Burdett Avenue
Victoria, B.C.
V8W 1B4

Attention: K.D. Jacques

Dear Sir:

Re: Statutory Right of Way Agreements Not Prepared in Form C

The attached document was delivered to the owner for execution prior to 1 April 1990 and I am asking you to exercise your discretion to waive the current execution procedures and accept the document for registration.

Yours truly,

R. Vasquez
(Mrs.) Remi Vasquez
Property Law Clerk

/jdm

Enclosure

FILM

HW9/17/13-4

British Columbia Hydro and Power Authority, 1st Floor, 970 Burrard Street, Vancouver B.C. Canada V6Z 1Y3 Fax 663-2159

91 FF 20 12 20 9

EE013446-47
AND
EE31921-24

EE013447

LAND TITLE ACT
FORM C
(Section 219.9)

RECEIVED
LAND TITLE OFFICE
VICTORIA

Province of
British Columbia

FEE: \$100

Page 1 of 8 pages

GENERAL DOCUMENT (This area for Land Title Office use)

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

PEARLMAN & LINDHOLM
Barristers & Solicitors
3rd Floor, 736 Broughton Street
Victoria, B.C. V8W 1E1 (604) 388-4433

04/16/91 A9682b CHG NO 150.00
04/16/91 A9682b CHG FREE .00

FILE: 18-09-00/89-1893 WDM:kp

Margaret Hoze

2. PARCEL IDENTIFIER and LEGAL DESCRIPTION OF LAND: *

(PID) (Legal Description)
~~NO PID~~ ~~Block~~ Block 180, Cowichan Lake District, Plan ~~XXXX~~ VIP51966
NO PID Lots 1, 2 & 3,

3. NATURE OF INTEREST: *

DESCRIPTION	DOCUMENT REFERENCE	PERSON ENTITLED TO INTEREST
RESERVE COVENANT	Entire Instrument	Grantee
PRIORITY AGREEMENTS (5)	Page 8	Grantee
		02/20/91 A2848b CHG NO 100.00

4. TRANSFEROR(S): *

SEE SCHEDULE

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

HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA, as represented
by the Minister of Environment,
2569 Kenworth Road, Nanaimo, B. C. V9T 4P7

6. EXECUTION(S): ** By signing this document you are affecting the land in the manner described in Form 3.

Officer Signature(s)

Transferor(s) Signature(s)

William Dale Murray
Witness
WILLIAM DALE MURRAY
736 BROUGHTON ST.
VICTORIA, B.C.
SOLICITOR

EXECUTION DATE		
Y	M	D
91	02	06

J.S.T.B. HOLDINGS LTD.
by its authorized
signatory:

J.S.T. Bourque

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. 118, 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.

[Handwritten mark]

EE0314217

EE031424

2

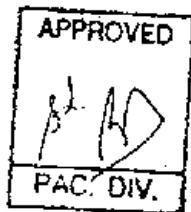
Page 2

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)	EXECUTION DATE			Transferor/Borrower/Party Signature(s)
	Y	M	D	
<p><i>M.L. Robinson</i> MARGREEN L. ROBINSON A Commissioner for taking Affidavits within British Columbia 722 Concordia St., Victoria, B.C. V8W 1P8</p>	91	01	17	<p>PACIFIC COAST SAVINGS CREDIT UNION by its authorized signatory: <i>W.T. Standley</i> W.T. Standley</p>
<p>Witness <i>M. T. Kagetsu</i> A Commissioner for Taking Affidavits within British Columbia Mary T. Kagetsu, Mortgage Officer 700 West Georgia Street Vancouver, B.C. V7Y 1A2</p>	91	1	24	<p><i>Gordon Proctor</i> GORDON PROCTOR THE TORONTO-DOMINION BANK by its authorized signatory: <i>Bryan Ross Querques</i> Bryan Ross Querques, Senior Manager Commercial Credit D.P. #ED120860</p>
<p>Witness <i>S. David AuJla</i> S. DAVID AUJLA Barrister & Solicitor 203 - 821 BURDETT AVENUE VICTORIA, B.C. V8W 1B3</p>	91	01	18	<p><i>Joel Brothers Const Contracting</i> JOEL BROTHERS CONST CONTRACTING RUGGION LTD. by its authorized signatory:</p>
<p>Witness <i>Richard D. Wright</i> RICHARD D. WRIGHT 715 CANADA AVENUE DUNCAN, B.C. V9L 1V1 A Notary Public in and for the Province of British Columbia</p>	91	01	21	<p><i>Wright, Parry, Taylor & Fuller Engineering Ltd.</i> WRIGHT, PARRY, TAYLOR & FULLER ENGINEERING LTD. by its authorized signatory: <i>Michael J. Taylor</i></p>
<p>Witness <i>S. David AuJla</i> S. DAVID AUJLA Barrister & Solicitor 203 - 821 BURDETT AVENUE VICTORIA, B.C. V8W 1B3 OFFICER CERTIFICATION:</p>	91	01	18	<p>STANCO PROJECTS LTD. by its authorized signatory: <i>Don Clark</i></p>

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.



3

LAND TITLE ACT
FORM E

PAGE 3

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.

4. TRANSFERORS

J.S.T.B. HOLDINGS LTD. (Inc.No. 222,889)

PACIFIC COAST SAVINGS CREDIT UNION

THE TORONTO-DOMINION BANK

JOHEL BROTHERS CONTRACTING LTD. (Inc.No. 189,788)

WRIGHT, PARRY, TAYLOR & FULLER ENGINEERING LTD. (Inc.No. 223,346)

STANCO PROJECTS LTD. (Inc. No. 184,542)

4

Page 4

THIS AGREEMENT dated the 6 day of February, 1998

BETWEEN:

J.S.T.B. HOLDINGS LTD. (Inc. No. 222,889)
of 3rd Floor, 736 Broughton Street
Victoria, British Columbia, V8W 1E1

(hereinafter called the "Grantor")

OF THE FIRST PART

AND;

HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA, as represented
by the Minister of Environment,
2569 Kenworth Road, Nanaimo, B. C. V9T 4P7

(hereinafter called the "Grantee")

OF THE SECOND PART

WHEREAS:

A. The Grantor is the registered owner in fee-simple of all and singular that certain parcel or tract of land and premises situate, lying and being within the Cowichan Valley Regional District, in the Province of British Columbia, and more particularly described as:

Parcel Identifier: 012 094 103
Lot A, Block 180, Cowichan Lake District, Plan 47215

(hereinafter called the "Land").

B. The Grantor has applied to subdivide a portion of the Land by creation of a Subdivision Plan and as a condition of the approval the Approving Officer has required inter alia that the Grantor restrict and limit the use of a portion of the subdivided land on the terms and conditions and for the purposes hereinafter set forth and the Grantor is willing so to do.



5

Page 5

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of ONE (\$1.00) dollar of lawful money of Canada paid by the Grantee to the Grantor, the receipt of which his hereby acknowledged, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to Section 215 of the Land Title Act of British Columbia, the Grantor does hereby covenant and agree to and with the Grantee as follows:

1. The Grantor covenants and agrees that the use of that portion of the Land contained within the boundaries of Lots 1, 2, and 3, shown on the Plan of Subdivision of Lot A, Block 180, Cowichan Lake District, Plan 47215 prepared by Bradley W. Cunnin, B.C.L.S. and certified by him on the 12th day of November, 1988, a print of which is attached hereto, shall be subject to the following restrictions:

i) No building shall be constructed, nor mobile home located nor fill added nor vegetation removed within Seven Point Five (7.5) Metres of the normal winter highwater level of the natural boundary of Cowichan Lake;

ii) No building shall be constructed, nor mobile home located nor fill added nor vegetation removed within Five (5.0) Metres either side of the creeks on the East and West side of the property up to the swamp areas and all of the area flooded at normal high water level. The area of this covenant shall also include the area where the Westerly creek re-emerges from the underground cave;

6

Page ~~5~~ 6

ii) No building shall be constructed, nor mobile home located nor fill added nor vegetation removed within Fifteen (15.0) Metres of the natural boundary of Meade Creek;

without the consent in writing of the Regional Fish and Wildlife Manager, Ministry of Environment.

2. The Grantor will, upon the reasonable request of the Grantee, make, do, execute, or cause to be made, done or executed, all such further and other lawful acts, deeds, documents and assurances whatsoever for the better or for more perfect and absolute performance of the covenants, promises and agreements herein contained, and for obtaining the registration of this document in the Land Title Office at Victoria, British Columbia, and for that purpose, shall obtain the consents as may be required from other persons having a registered interest in the Land for the purpose of obtaining registration of this document.

3. The restrictions herein contained and set out and the covenants to be performed herein shall be binding upon the ownership of any interest in the Land.

4. It is understood and agreed by and between the parties hereto that the words Grantor and Grantee wherever used in this Agreement shall include the parties hereto and their respective heirs, executors, administrators, successors and assigns.

5. The restrictions and covenants herein contained are perpetual and shall be registered against title of the Land pursuant to Section 215 of the Land Title Act as covenants in favour of the Grantee which shall bind the Grantor, or any other

7

Page 57

owner of the Land from time to time, who will at all times act in accordance with the terms of this Agreement.

IN WITNESS WHEREOF the Grantor and the Grantee have hereunto affixed their common seals in the presence of their authorized signatories on the day, month and year first above written.

Officer Signature(s)

Party(ies) Signature(s)


Witness

EXECUTION DATE

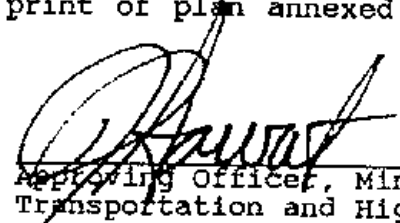
Y	M	D
91	02	06

J.S.T.B. HOLDINGS LTD.
by its authorized signatory



WILLIAM DALE MURRAY
736 BROUGHTON ST.
VICTORIA, B.C.
SOLICITOR

This is the instrument creating the condition or covenant entered into under Section 215 of the Land Title Act by the Grantors referred herein and shown on the print of plan annexed hereto and initialled by me.


Approving Officer, Ministry of
Transportation and Highways

oct26918931.184

8

Page 8

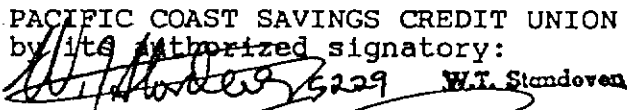
EE13446-47
AND
EE31421-24

CONSENT TO PRIORITY

PACIFIC COAST SAVINGS CREDIT UNION hereby consents to the registration of the Restrictive Covenant granted herein in priority to Mortgage No. R7024.

PA#
EE13447

PACIFIC COAST SAVINGS CREDIT UNION
by its authorized signatory:

 W.T. Standeven

GORDON PROCTOR

CONSENT TO PRIORITY

THE TORONTO-DOMINION BANK hereby consents to the registration of the Restrictive Covenant granted herein in priority to Mortgages No. EB85929 and EC135489.

PA#
~~EE 31421~~
EE 31421
EE 31422

THE TORONTO-DOMINION BANK
by its authorized signatory:

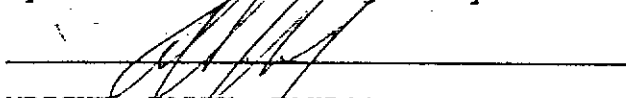
 Bryan Ross Querques

CONSENT TO PRIORITY

JOHEL BROTHERS CONSTRUCTION LTD. and WRIGHT, PARRY, TAYLOR & FULLER ENGINEERING LTD. hereby consent to the registration of the Restrictive Covenant granted herein in priority to Mortgage No. ED80970.

PA#
EE31423

CONTRACTING PT
JOHEL BROTHERS CONSTRUCTION LTD.
by its authorized signatory:



WRIGHT, PARRY, TAYLOR & FULLER
ENGINEERING LTD. by its
authorized signatory:



CONSENT TO PRIORITY

STANCO PROJECTS LTD. hereby consents to the registration of the Restrictive Covenant granted herein in priority to Mortgage No. ED80972.

PA#
EE31424

STANCO PROJECTS LTD.
by its authorized signatory:



END OF DOCUMENT





INFORMATION

EE 13446 -

FILE DOCUMENT PAGE EE 13447 &

EE 31421-24

NOT AVAILABLE AT TIME OF FILMING.

DOES NOT EXIST.

OVERSIZE PLAN POOR QUALITY

NOT SUITABLE FOR FILMING, REFER TO: VAULT CLERK

THE FOLLOWING DOCUMENT IS OF POOR QUALITY,
ALSO RETAINED IN HARD COPY, REFER TO: _____



PROVINCE OF B.C.

DO NOT PHOTOCOPY/USE BLACK PEN.

92 JA 30 13 41 2

EF010950

EF010955

RECEIVED
LAND TITLE OFFICE
VICTORIA

LAND TITLE ACT
FORM C
(Section 219.9)

Province of
British Columbia

Page 1 of 8 pages

GENERAL DOCUMENT (This area for Land Title Office use)

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

PEARLMAN & LINDHOLM
Barristers & Solicitors
3rd Floor, 736 Broughton Street
Victoria, B.C. V8W 1E1 (604) 388-4433

FILE: 18-04-00/91-1539

Margaret Hogg

2. PARCEL IDENTIFIER and LEGAL DESCRIPTION OF LAND: *
(PID) (Legal Description)

017-244-595 Lot B, Block 180, Cowichan Lake District, Plan VIP51967

3. NATURE OF INTEREST: *

DESCRIPTION	DOCUMENT REFERENCE	PERSON ENTITLED TO INTEREST
COVENANT	Entire Instrument	Grantee
FIVE (5) PRIORITY AGREEMENTS	Pages 7 & 8	Grantee

4. TRANSFEROR(S): *
SEE SCHEDULE

FORM 1 (Section 36)
MEMORANDUM OF REGISTRATION
Registered on application received on 10/30/92 084576 CHG FREE .00
day and time written below
B. JACQUES, Registrar
Victoria Land Title Office

5. TRANSFEREE(S): (including occupation(s), postal address(es) and postal code(s)*)

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, as represented by the Minister of
Transportation and Highways,
103-4475 Viewmont Avenue, Victoria, B.C., V8Z 5K8

6. EXECUTION(S): ** By signing this document you are affecting the land in the manner described in Form 3.

Officer Signature(s)

Transferor(s) Signature(s)

William Dale Murray
Witness
WILLIAM DALE MURRAY
736 BROUGHTON ST.
VICTORIA, B.C.
SOLICITOR

EXECUTION DATE		
Y	M	D
91	07	26

J.S.T.B. HOLDINGS LTD.
by its authorized
signatory

Joseph S. T. Bourque

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.

[Handwritten mark]

2

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

Transferor/Borrower/Party
Signature(s)

EXECUTION DATE

Y M D

M. L. Robinson
Witness

MAUREEN L. ROBINSON
A Commissioner for taking Affidavits
within British Columbia
722 Cormorant St., Victoria, B.C.
V8W 1P3

91 08 02

PACIFIC COAST SAVINGS
CREDIT UNION by its
authorized signatories:

[Signature] J. M. DITOMASSI

M. [Signature]
Witness

A Commissioner for Taking
Affidavits within British
Columbia
Mary P. Yagetsu, Mortgage Officer
700 West Georgia Street,
Vancouver, B.C. V6Y 1A2

91 9 25

THE TORONTO-DOMINION BANK
by its authorized
signatory:
Bryan Ross Marques, Senior Manager
Commercial Credit D.F. EE053829

JOHEL BROTHERS CONTRACTING
LTD. by its authorized
signatory:

[Signature] (David Johel)
WRIGHT, PARRY, TAYLOR &
FULLER ENGINEERING LTD. by
its authorized signatory:

[Signature] (Michael J. Taylor)
STANCO PROJECTS LTD.
by its authorized
signatory:

[Signature]
(Dave Clarke)

HERBERT P. McCALLUM
NOTARY PUBLIC
472 Trans Canada Hwy
Duncan, B.C.
250.366

Witness

Witness

Witness

RASHIDA SAMJI
Notary Public
8528 Granville Street,
Vancouver, B.C.
V6P 4Z7 263-8529

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.

[Signature]

[Signature]

3

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.

4. TRANSFERORS

J.S.T.B. HOLDINGS LTD. (Inc. No. 222,889)

PACIFIC COAST SAVINGS CREDIT UNION

THE TORONTO-DOMINION BANK

JOHEL BROTHERS CONTRACTING LTD. (Inc. No. 189,788)

WRIGHT, PARRY, TAYLOR & FULLER ENGINEERING LTD. (Inc.No. 223,346)

STANCO PROJECTS LTD. (Inc. No. 164,542)



4

THIS AGREEMENT dated the 26 day of July, 1991

BETWEEN:

J.S.T.B. HOLDINGS LTD. (Inc. No. 222,889)
of 3rd Floor, 736 Broughton Street
Victoria, British Columbia, V8W 1E1

(hereinafter called the "Grantor")

OF THE FIRST PART

AND;

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, as represented by the Minister of
Transportation and Highways,
103-4475 Viewmont Avenue, Victoria, B.C., V8Z 5K8

(hereinafter called the "Grantee")

OF THE SECOND PART

WHEREAS:

A. The Grantor is the registered owner in fee-simple of all and singular that certain parcel or tract of land and premises situate, lying and being within the Cowichan Valley Regional District, in the Province of British Columbia, and more particularly described as:

Parcel Identifier: 017-244-595
Lot B, Block 180, Cowichan Lake District, Plan VIP51967

(hereinafter called the "Land").

B. The Grantor has applied to subdivide a portion of the land and as a condition of the approval the Approving Officer has required inter alia that the Grantor restrict and limit the use of a portion of the subdivided land on the terms



5

and conditions and for the purposes hereinafter set forth and the Grantor is willing so to do.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of ONE (\$1.00) dollar of lawful money of Canada paid by the Grantee to the Grantor, the receipt of which is hereby acknowledged, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to Section 215 of the Land Title Act of British Columbia, the Grantor does hereby covenant and agree to and with the Grantee as follows:

1. The Grantor shall not cause or allow that portion of the Land designated as "Lot 1" on the Plan of Subdivision of Lot B, Block 180, Cowichan Lake District, Plan VIP51967 prepared by Bradley W. Cunnin, B.C.L.S. and certified by him on the 3rd day of July, 1991, a print of which Subdivision Plan is attached hereto to be further subdivided until such time as that portion of Marble Bay Road so designated on the said Plan of Subdivision has been constructed to the satisfaction of the District of Highways Manager, Ministry of Transportation and Highways.

*Lot one
only*

2. The Grantor will, upon the reasonable request of the Grantee, make, do, execute, or cause to be made, done or executed, all such further and other lawful acts, deeds, documents and assurances whatsoever for the better or for more

6

perfect and absolute performance of the covenants, promises and agreements herein contained, and for obtaining the registration of this document in the Land Title Office at Victoria, British Columbia, and for that purpose, shall obtain the consents as may be required from other persons having a registered interest in the Land for the purpose of obtaining registration of this document.

3. The restrictions herein contained and set out and the covenants to be performed herein shall be binding upon the ownership of any interest in the Land.

4. It is understood and agreed by and between the parties hereto that the words Grantor and Grantee wherever used in this Agreement shall include the parties hereto and their respective heirs, executors, administrators, successors and assigns.

5. Until such time as the conditions set out in paragraph 1 hereof have been satisfied, the restrictions and covenants herein contained are perpetual and shall be registered against title of the Land pursuant to Section 215 of the Land Title Act as covenants in favour of the Grantee which shall bind the Grantor, or any other owner of the Land from time to time, who will at all times act in accordance with the terms of this Agreement.

IN WITNESS WHEREOF the Grantors and the Grantee have hereunto affixed their common seals in the presence of their




7

authorized signatories on the day, month and year first above written.

Officer Signature(s)

Party(ies) Signature(s)


 Witness
 WILLIAM DALE MURRAY
 736 BROUGHTON ST.
 VICTORIA, B.C.
 SOLICITOR

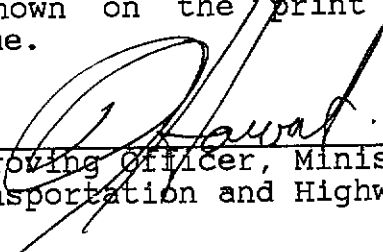
EXECUTION DATE

Y	M	D
91	07	26

J.S.T.B. HOLDINGS LTD.
 by its authorized signatory



This is the instrument creating the condition or covenant entered into under Section 215 of the Land Title Act by the Grantors referred herein and shown on the print of Plan annexed hereto and initialled by me.

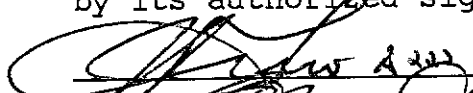
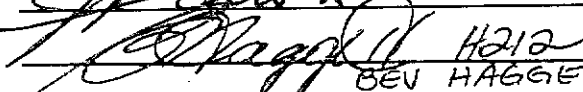

 Approving Officer, Ministry of Transportation and Highways

CONSENT TO PRIORITY

PACIFIC COAST SAVINGS CREDIT UNION hereby consents to the registration of the Restrictive Covenant granted herein in priority to Mortgage No. R7024.

PACIFIC COAST SAVINGS CREDIT UNION
 by its authorized signatory:

EF-10951

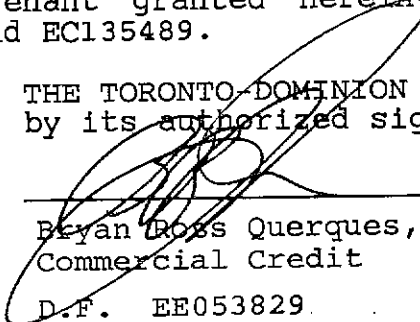
 J. M. DITOMASSI
 BEV HAGGETT

CONSENT TO PRIORITY

THE TORONTO-DOMINION BANK hereby consents to the registration of the Restrictive Covenant granted herein in priority to Mortgages No. EB85929 and EC135489.

THE TORONTO-DOMINION BANK
 by its authorized signatory:

EF-10952
53


 Bryan Ross Querques, Senior Manager
 Commercial Credit

D.F. EE053829





Status: Registered

Doc #: EF10950

RCVD: 1992-01-30 RQST: 2020-04-17 11.59.49

PAGE 8 of 8 Pages

8 EF10950-55

CONSENT TO PRIORITY

JOHEL BROTHERS CONTRACTING LTD. and WRIGHT, PARRY, TAYLOR & FULLER ENGINEERING LTD. hereby consent to the registration of the Restrictive Covenant granted herein in priority to Mortgage No. ED80970.



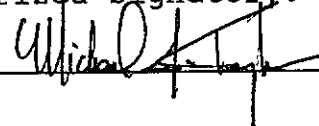
HERBERT P. McCALLUM
NOTARY PUBLIC
472 Trans Canada Hwy,
Duncan, B.C.
Y9L 3R6 748-3159

as to Both Signatories

EF 10954

JOHEL BROTHERS CONSTRUCTION LTD.
by its authorized signatory:

WRIGHT, PARRY, TAYLOR & FULLER
ENGINEERING LTD. by its
authorized signatory:

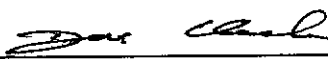


CONSENT TO PRIORITY

STANCO PROJECTS LTD. hereby consents to the registration of the Restrictive Covenant granted herein in priority to Mortgage No. ED80972.

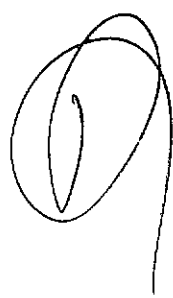
EF 10955

STANCO PROJECTS LTD.
by its authorized signatory:



jul11115391.181

END OF DOCUMENT



Status: Registered

Doc #: EF10950

RCVD: 1992-01-30 RQST: 2020-04-17 11.59.49

NOTE:

THE PLAN WHICH WAS REFERRED TO
IN, AND ATTACHED TO THIS
DOCUMENT WAS AN EXACT COPY OF
THE DEPOSITED PLAN WHICH IS
FILED UNDER NUMBER VIP53740.

92 JA 30 13 42:4

EF010962

EF010968

LAND TITLE ACT
FORM C
(Section 219.9)

RECEIVED
LAND TITLE OFFICE
VICTORIA

EF10968 not used.

Province of
British Columbia

Page 1 of 8 pages

GENERAL DOCUMENT 350 (This area for Land Title Office use)

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

PEARLMAN & LINDHOLM
Barristers & Solicitors
3rd Floor, 736 Broughton Street
Victoria, B.C. V8W 1E1 (604) 388-4433

FILE: 18-04-00/91 1539 WDM/ikb

Margaret Hoag

2. PARCEL IDENTIFIER and LEGAL DESCRIPTION OF LAND: *
(PID) (Legal Description)

Lot 1 of Block 180, Cowichan Lake District, Plan VIP 53740

3. NATURE OF INTEREST: *
DESCRIPTION

DOCUMENT REFERENCE

PERSON ENTITLED TO INTEREST
GRANTEE
GRANTEE
GRANTEE

EASEMENT ENTIRE INSTRUMENT
~~OPTION TO PURCHASE~~ ~~DEED~~
PRIORITY AGREEMENT PAGES 7 and 8

01/30/92 084574 CHARGE 350.00
CORRECT FEE 300.00
In Refund 50.00

4. TRANSFEROR(S): *

J.S.T.B. HOLDINGS LTD. (Inc. No. 222,889)

5. TRANSFEREE(S): (including occupation(s), postal address(es) and postal code(s)*)

J.S.T.B. HOLDINGS LTD. (Inc. No. 222,889)
3rd Floor, 736 Broughton Street,
Victoria, B.C., V8W 1E1

FORM 1 (Section 35)
MEMORANDUM OF REGISTRATION
Registered on application received on
the day and time written herein
D. BOUQUE, Registrar
Land Title Office

6. EXECUTION(S): ** By signing this document you are affecting the land in the manner described in Form 3.

Officer Signature(s)

Borrower(s) Signature(s)

WILLIAM DALE MURRAY
736 BROUGHTON ST.
VICTORIA, B.C.
Witness SOLICITOR

EXECUTION DATE

Y M D
91 10 22

J.S.T.B. HOLDINGS LTD. by
its Authorized Signatory:

WILLIAM DALE MURRAY
736 BROUGHTON ST.
VICTORIA, B.C.
Witness SOLICITOR

Y M D

91 10 22

J.S.T.B. HOLDINGS LTD. by
its Authorized Signatory:

Joseph S.T. Bourque

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.

FOR REFUND SEE
Dept. Control Voucher
K337480

2

LAND TITLE ACT
FORM D

Page 2 of 10 Pages

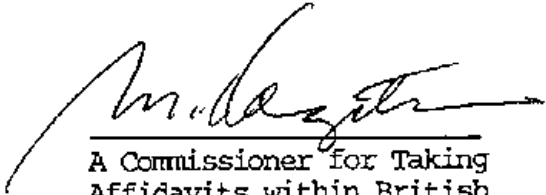
EXECUTIONS CONTINUED

Office Signature(s)

Execution Date

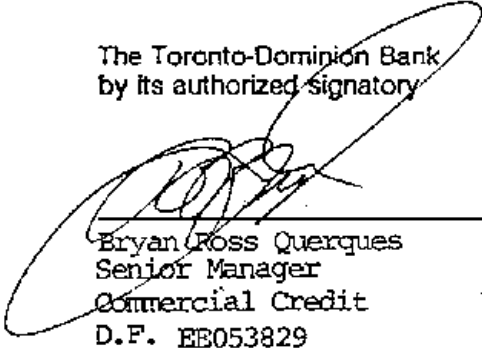
Y	M	D
92	1	15

Transferor/Borrower/Party
Signature(s)



A Commissioner for Taking
Affidavits within British
Columbia

Mary T. Kagetsu
Mortgage Officer
700 West Georgia Street,
Vancouver, B.C. V7Y 1A2



The Toronto-Dominion Bank
by its authorized signatory

Bryan Ross Querques
Senior Manager
Commercial Credit
D.F. EB053829

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.

3

LAND TITLE ACT
FORM D

Page 3 of 10 Pages

EXECUTIONS CONTINUED

Officer Signature(s)

Transferor/Borrower/Party
Signature(s)

EXECUTION DATE

M. Robinson

Witness

MAUREEN L. ROBINSON
A Commissioner for taking Affidavits
within British Columbia
722 Cormorant St., Victoria, B.C.
V8W 1P8

Witness

Y M D
91 11 06

PACIFIC COAST SAVINGS
CREDIT UNION by its
authorized signatory:

[Signature]
BOUC DRINKWATER

[Signature]
GORDON PROCTOR
THE TORONTO-DOMINION
BANK by its authorized
signatory:

See Schedule

[Signature]

WITNESS
RICHARD D. WRIGHT
715 CANADA AVENUE
DUNCAN, B.C. V9L 1V1
A Notary Public in and for the
Province of British Columbia

91 11 12

JOHEL BROTHERS CON-
TRACTING LTD. by its
authorized signatory:

[Signature]
David Johel

[Signature]

WITNESS
RICHARD D. WRIGHT
715 CANADA AVENUE
DUNCAN, B.C. V9L 1V1
A Notary Public in and for the
Province of British Columbia

91 11 06

WRIGHT, PARRY, TAYLOR &
FULLER ENGINEERING LTD.
by its authorized
signatory:

[Signature]
Michael J. Told

[Signature]

WITNESS
CAROLYNNE R. MAGUIRE
NOTARY PUBLIC
8528 GRANVILLE STREET.
VANCOUVER, B.C. V6P 4Z7
PH: 263-8529

91 11 14

STANCO PROJECTS LTD.
by its authorized
signatory:

[Signature]
DAVID CLARKE

OFFICER CERTIFICATION: Witnessed under the Land Title Act ONLY.
NO advice sought or given.

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. 118, 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.

4
Page 4 of 10
Pages

THIS AGREEMENT made the 22nd day of October, 1991

BETWEEN:

J.S.T.B. HOLDINGS LTD. (Inc. No. 222,889)
3rd Floor, 736 Broughton Street
Victoria, B. C. V8W 1E1

(hereinafter called the "Grantor")

OF THE FIRST PART

AND:

J.S.T.B. HOLDINGS LTD. (Inc. No. 222,889)
3rd Floor, 736 Broughton Street
Victoria, B. C. V8W 1E1

(hereinafter called the "Grantee")

OF THE SECOND PART

WHEREAS the Grantor is the registered Owner of those lands and premises situate in the Nanaimo/Cowichan Assessment Area, in the Province of British Columbia, described as

Lots 1
Block 180
Cowichan Lake District
Plan V1P53740

(hereinafter called "Lot 1" or "the Grantor's Land")

AND WHEREAS the Grantee is the registered Owner of those lands and premises situate in the Nanaimo/Cowichan Assessment Area, in the Province of British Columbia, described as:

Lot 2
Block 180
Cowichan Lake District
Plan V1P53740

(hereinafter called "Lot 2" or "the Grantee's Land")

AND WHEREAS it is the intention of the Grantor to grant to the Grantee an easement over a portion of the Grantor's Lands

Page 5 of 10
Pages

for the purpose of providing an access to and from, and between the portions of the Grantee's Land on either side of the easement area herein defined.

NOW THEREFORE WITNESSETH:

IN CONSIDERATION of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration, the receipt of which is hereby acknowledged by the Grantor, the Grantor, for itself, its successors and assigns, doth grant and convey unto itself as the Grantee, its successors and assigns, in perpetuity, an Easement over that part of the Grantor's Land (hereinafter called the "Easement") designated as that Part of Lot 1 designated on the Plan of Subdivision of Lot B, Block 180, Cowichan Lake District Plan VIP 51967, prepared by Bradley W. Cunnin, B.C.L.S., and certified by him on the 3rd day of July, 1991 lying to the South of the most Northerly, North-Western boundary, or its extensions, of Lot 2 of the said Plan V1153740, which said boundary has a bearing of $112^{\circ} 30' 26''$ on the said Plan, for the purpose of providing access to and from and between the portions of the Grantee's land lying adjacent to the easement.

The Grantee, its agents, employees and invitees, in common with the Grantor its agents, employees and invitees, shall have the full and unrestricted right from time to time, to pass and repass on foot or with vehicles and equipment over the Easement for the purpose of going to and from, and between the Grantee's Land adjacent to the Easement as is necessary and incidental to the

6

Page 6 of 10
Pages

Grantee's maintenance, use and enjoyment of the Grantee's Land. Provided that the Grantee's use of the Easement granted herein shall not impede the Grantor's use of the Easement as access to the remainder of the Grantor's Lands.

The Grantor covenants and agrees not to construct any works or improvements on the Easement that would in any way interfere with the Grantee's use of the Easement for the purposes aforesaid.

The Grantee covenants and agrees to indemnify and save harmless the Grantor from and against any claims whatsoever arising from the Grantee's use of the Easement.

The Grantor and the Grantee agree that should the Grantee at any time after the date of execution of this Agreement require that the boundaries of any portion of the Grantors' lands falling within the Easement area be relocated to enable the Grantee to better utilize the Grantee's land, the Grantor agrees to consent to such relocation provided that such relocation does not adversely affect the Grantor's access to the Grantor's lands and is approved by the Ministry of Transportation and Highways or such other approving authority as will have jurisdiction at that time and provided that the Grantee pays for all legal, survey, engineering and construction costs in connection with such relocation.

The Benefit of the Easement shall be appurtenant to the Grantee's Land aforesaid, and the burden of the Easement shall attach to and charge the Grantor's Land aforesaid,

7
Page 7 of 10
Pages

~~www~~ IN FURTHER CONSIDERATION of the additional sum of TEN (\$10.00) DOLLARS now paid by the Grantee to the Grantor, the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants to the Grantee an Option to Purchase that part of the Grantor's Land designated herein as the Easement at such time as the said part of the Grantor's Land is no longer required for access to the Grantor's Land. The said Option shall be exercisable by the Grantee at such time as the Grantor obtains approval for alternate access to the Grantor's Land satisfactory to the Minister of Transportation and Highways or such other governmental authority as shall have jurisdiction over such matters at that time. The consideration or purchase price to be paid by the Grantee to the Grantor for the transfer of that part of the Grantor's Land forming the Easement shall be the sum of \$10.00. The Grantee shall pay all legal and survey costs necessary and incidental to complete the transfer of the Easement to the Grantee. ~~www~~

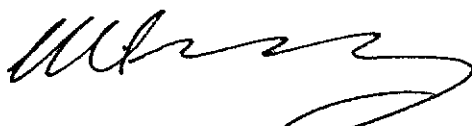
IT IS MUTUALLY UNDERSTOOD AND AGREED by and between the parties hereto that the covenants herein contained shall be covenants running with the Land and that none of the covenants herein contained shall be personal or binding upon the parties hereto, save and except during the grantor's seisin or ownership of any interest in the Easement and with respect only to that portion of the Easement of which the Grantor shall be seized or in which it shall have an interest, but that the Land shall, nevertheless, be and remain at all times charged therewith.

8

Page 8 of 10
Pages

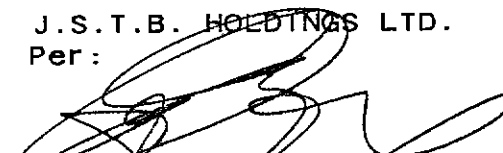
This Agreement shall enure to the benefit of and be binding upon the Parties hereto, their respective successors and assigns, invitees and licensees in perpetuity forever.

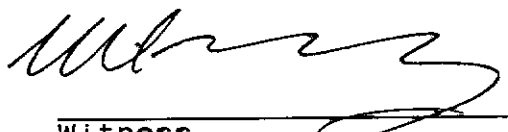
IN WITNESS WHEREOF this agreement has been executed by the Parties or their authorized signatories as of the day, month and year first above written.


WILLIAM DALE MURRAY
736 BROUGHTON ST.
WITNESS VICTORIA, B.C.
SOLICITOR

EXECUTION DATE		
Y	M	D
91	10	22

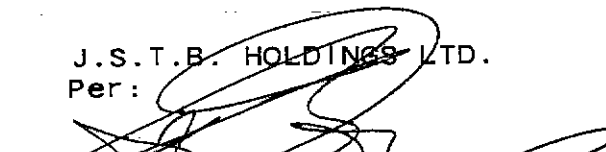
J.S.T.B. HOLDINGS LTD.
Per:


Authorized Signatory


Witness
WILLIAM DALE MURRAY
736 BROUGHTON ST.
VICTORIA, B.C.
SOLICITOR

EXECUTION DATE		
Y	M	D
91	10	22


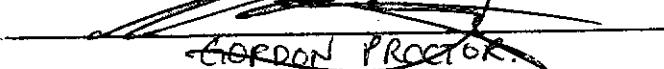
J.S.T.B. HOLDINGS LTD.
Per:


Authorized Signatory

CONSENT TO PRIORITY

PACIFIC COAST SAVINGS CREDIT UNION hereby consents to the registration of the ~~Restrictive Covenant~~ granted herein in priority to Mortgage No. R7024. ~~EASEMENT~~

PACIFIC COAST SAVINGS CREDIT UNION
by its authorized signatory:


DOUG DRINKWATER

GORDON PROCTOR.

9

Page 9 of 10
Pages

CONSENT TO PRIORITY

THE TORONTO-DOMINION BANK hereby consents to the registration of the ~~Restrictive Covenant~~ granted herein in priority to Mortgages No. EB85929 and EC135489. ^{EASEMENT}

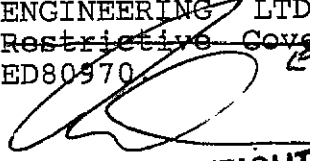
THE TORONTO-DOMINION BANK
by its authorized signatory:

See Schedule

CONSENT TO PRIORITY

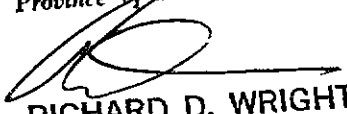
JOHEL BROTHERS CONTRACTING LTD. and WRIGHT, PARRY, TAYLOR & FULLER ENGINEERING LTD. hereby consent to the registration of the ~~Restrictive Covenant~~ granted herein in priority to Mortgage No. ED80970. ^{EASEMENT}

JOHEL BROTHERS CONTRACTING LTD.
by its authorized signatory:


RICHARD D. WRIGHT
715 CANADA AVENUE
DUNCAN, B.C. V9L 1V1

A Notary Public in and for the
Province of British Columbia

WRIGHT, PARRY, TAYLOR & FULLER
ENGINEERING LTD. by its
authorized signatory:


RICHARD D. WRIGHT
715 CANADA AVENUE
DUNCAN, B.C. V9L 1V1

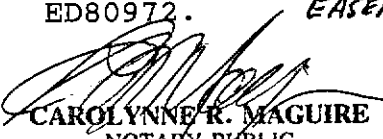
A Notary Public in and for the
Province of British Columbia

ASTO MICHAEL S. TAYLOR ONLY.

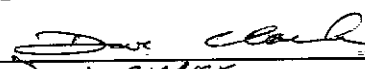
CONSENT TO PRIORITY

STANCO PROJECTS LTD. hereby consents to the registration of the ~~Restrictive Covenant~~ granted herein in priority to Mortgage No. ED80972. ^{EASEMENT}

STANCO PROJECTS LTD.
by its authorized signatory:


CAROLYNNE R. MAGUIRE
NOTARY PUBLIC
8528 GRANVILLE STREET.
VANCOUVER, B.C. V6P 4Z7
2411559-8529

NO advice sought or given.
Witnessed as to execution ONLY.


DAVID CLARKE

END OF DOCUMENT

(EF10962-68)

Page 10 of 10.
Page

10

LAND TITLE ACT
FORM D

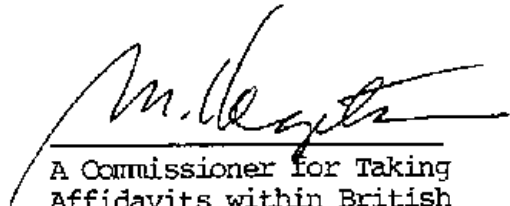
EXECUTIONS CONTINUED

Office Signature(s)

Execution Date

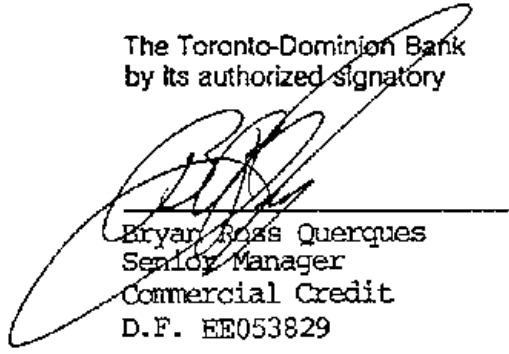
Transferor/Borrower/Party
Signature(s)

Y	M	D
92	1	15



A Commissioner for Taking
Affidavits within British
Columbia

Mary T. Kagetsu
Mortgage Officer
700 West Georgia Street,
Vancouver, B.C. V7Y 1A2

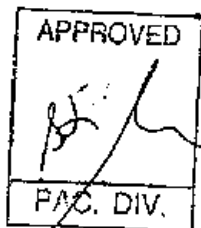


The Toronto-Dominion Bank
by its authorized signatory

Bryan Ross Querques
Senior Manager
Commercial Credit
D.F. EE053829

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.



EF10968



INFORMATION

FILE DOCUMENT PAGE _____

NOT AVAILABLE AT TIME OF FILMING.

DOES NOT EXIST. *# not used.*

OVERSIZE PLAN POOR QUALITY
NOT SUITABLE FOR FILMING, REFER TO: _____

THE FOLLOWING DOCUMENT IS OF POOR QUALITY,
ALSO RETAINED IN HARD COPY, REFER TO: _____



PROVINCE OF B.C.

DO NOT PHOTOCOPY/USE BLACK PEN.

Land Title Act
Form C
(Section 219(9))
Province of
British Columbia

4 MAY 99 TO 04

EN038036

LAND TITLE OFFICE
VICTORIA


GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

Page 1 of 8 pages

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

PEARLMAN & LINDHOLM
Barristers & Solicitors
3rd Floor, 736 Broughton Street
Victoria BC V8W 1E1
Phone No.: (250) 388-4433
Our File No.: 99-106 (J.S.T.B. Holdings Ltd.)

BURNS SERVICES

Signature of Applicant

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

(PID) (LEGAL DESCRIPTION)
017-683-327 Lot 1 of Block 180, Cowichan Lake District, Plan VIP53740

INITIAL
APL
BS
SL

3. NATURE OF INTEREST:

Description:	Document Reference	Person Entitled to Interest
Easement over part	Entire Instrument	Lot A, Plan VIP57970, Except

4. TERMS: Part 2 of this instrument consist of (select one only): Part in Plan VIP64722

- (a) Filed Standard Charge Terms _____ D.F. Number 99/05/04 10:03:32 01 VI 157011
- (b) Express Charge Terms XX Annexed as Part 2 CHARGE \$55.00
- (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):*

TRUSTEES OF CHURCH OF CHRIST, in trust (DD EF24055), 3460 Shelbourne Street, Victoria, British Columbia, V8P 4G5

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

J.S.T.B. HOLDINGS LTD. (Inc. No. 222,889), 3rd Floor, 736 Broughton Street, Victoria, British Columbia, V8W 1E1

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)




Witness
ROBERT J SALMOND
Barrister and Solicitor
#203 - 3994 Shelbourne Street
Victoria, B.C.

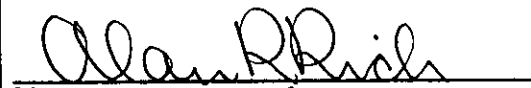
As to the signature(s) of the
Transferor(s)

Y	M	D
99	04	28

Transferor(s) Signature(s)

TRUSTEES OF CHURCH OF CHRIST
by its authorized signatory(ies)


Name: **LORNE D. DAVIES**


Name: **ALAN R. RICH**

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.

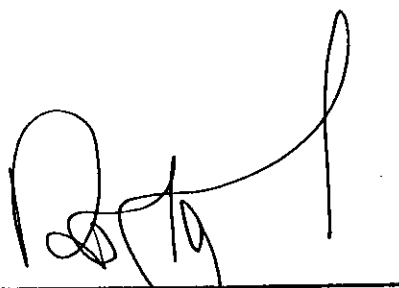
- * If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
- ** If space insufficient, continue executions on additional page(s) in Form D.

Land Title Act
Form D
Province of
British Columbia
EXECUTIONS CONTINUED

Officer Signature(s)

Y M D

Transferor(s) Signature(s)



99 04 28

TRUSTEES OF CHURCH OF CHRIST
by its authorized signatory(ies)



Name: JOHN THOMSON

Name: _____

Name: _____

Name: _____

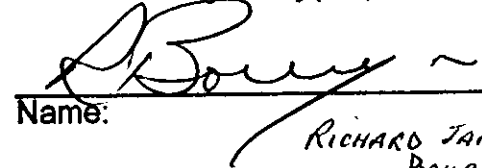
Witness

ROBERT J. SALMOND
Barrister and Solicitor
#203 - 3994 Shelbourne Street
Victoria, B.C.

As to the signature(s) of the
Transferor(s)

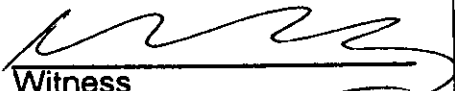
Transferee(s) Signature(s)

J.S.T.B. HOLDINGS LTD. by its
authorized signatory(ies)



Name: RICHARD JAMES DUDLEY
BOURQUE

Name: _____



99 04 21

Witness

WILLIAM DALE MURRAY
736 BROUGHTON ST.
VICTORIA, B.C.
SOLICITOR

As to the signature(s) of the
Transferee(s)

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.

PART 2
TERMS OF INSTRUMENT

Page 3 of 8 pages

THIS AGREEMENT made the 28 day of April, 1999

BETWEEN:

TRUSTEES OF CHURCH OF CHRIST, IN TRUST, DD. EF24055,
3460 Shelbourne Street, Victoria, B.C. V8P 4G5

(hereinafter called the "Grantor")

OF THE FIRST PART

AND:

J.S.T.B. HOLDINGS LTD. (Inc. No. 222889), 3rd Floor,
736 Broughton Street, Victoria, B.C. V8W 1E1

(hereinafter called the "Grantee")

OF THE SECOND PART

WHEREAS the Grantor is the registered Owner of those lands and premises situate in the Nanaimo/Cowichan Assessment Area, in the Province of British Columbia, described as:

Lot 1
Block 180
Cowichan Lake District
Plan VIP53740

(hereinafter called "Lot 1" or "the Grantor's Land")

AND WHEREAS the Grantee is the registered Owner of those lands and premises situate in the Nanaimo/Cowichan Assessment Area, in the Province of British Columbia, described as:

Lot A
Block 180
Cowichan Lake District
Plan VIP57970, Except Part in Plan VIP64722

(hereinafter called "Lot A" or "the Grantee's Land")

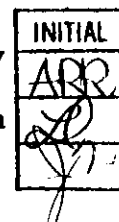


Page 4 of 8 pages

AND WHEREAS it is the intention of the Grantor to grant to the Grantee an easement over a portion of the Grantor's Lands for the purpose of providing an access to and from, and between the portions of the Grantee's Land on either side of the easement area herein defined and for the construction and maintenance of certain utilities thereon.

NOW THEREFORE WITNESSETH:

IN CONSIDERATION of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration, the receipt of which is hereby acknowledged by the Grantor, the Grantor, for itself, its successors and assigns, doth grant and convey unto the Grantee, its successors and assigns, in perpetuity, an Easement over that part of the Grantor's Land (hereinafter called the "Easement") designated as "Pt. Covenant Area 1 (Panhandle)" on the Explanatory Plan of Covenants over Parts of Lots 1 and 2, Block 180, Cowichan Lake District, Plan VIP53740, prepared by Bradley W. Cunnin, B.C.L.S., and certified by him on the 17th day of July, 1991 and registered in the Victoria Land Title Office as Plan VIP 53741, for the purpose of using the private road thereon to provide access to, from and between the portions of the Grantee's land lying adjacent to the Easement, and for the purpose of constructing, laying down and maintaining hydro electric and telephone lines, sewers, storm drains and domestic water-lines,



Page 5 of 8 pages

hereinafter called the works, through the Easement to and from the Grantee's lands.

The Grantee, its agents, employees and invitees, shall have the full and unrestricted right from time to time, to pass and repass on foot or with vehicles and equipment over the Easement for the purpose of going to and from, and between the Grantee's Land adjacent to the Easement and for the constructing, laying down, installing and maintaining any works thereon as are necessary and incidental to the Grantee's maintenance, use and enjoyment of the Grantee's Land. Provided that the Grantee's use of the Easement granted herein shall not impede the Grantor's use of the Easement and private road thereon in common with the Grantee as access to and from the remainder of the Grantor's Lands.

The Grantor further grants to the Grantee the right to construct, improve and maintain the access road, and to construct, install, lay down and maintain hydro electric and telephone lines and poles, sewers, storm drains and domestic water lines on the Easement as shall be required to service the Grantee's Lands.

The Grantor covenants and agrees not to construct any buildings or improvements on the Easement that would in any way interfere with the Grantee's use of the Easement for the purposes aforesaid.

Page 6 of 8 pages

The Grantee covenants and agrees to indemnify and save harmless the Grantor from and against any claims whatsoever arising from the Grantee's use of the Easement.

The Grantor and the Grantee agree that in the event that either Party shall at any time after the execution of this Agreement require that the access road or the works located within the Easement area be relocated for the purpose of facilitating the improvement of the access road, the other Party agrees to consent to such relocation and to such adjustment to the boundaries of the Easement and the granting of such further Easements by either Party as are necessary to accommodate the same provided that the Party requesting such relocation shall obtain any approvals required by any approving authority as shall have jurisdiction at that time and provided that the Party requesting the relocation pays for all legal, survey, engineering and construction costs in connection with the same.

The Grantor and the Grantee further agree that, should either party at any time after the date of execution of this Agreement require that the Easement or any part or parts thereof be dedicated as a public road, the Grantor or the Grantee shall, at the request of the Party requiring such road dedication or dedications, consent to, approve and execute all documents and do all such acts as are necessary or incidental for such road

Page 7 of 8 pages

dedication or dedications as are reasonably required to give effect to the same. The Party requiring such road dedication or dedications agrees to pay all costs thereof including but not limited to all application fees, permit fees, survey, engineering and construction costs for the road dedication or dedications and construction of a public road or roads as required by the Ministry of Transportation and Highways or such other approving authority as shall have jurisdiction at that time, and the relocation of any of the works as required, provided however that the Party requiring the road dedication or dedications shall not be required to compensate the other Party for the cost of any of the other party's Land so dedicated.

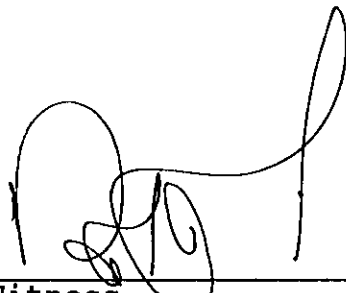
The benefit of the Easement shall be appurtenant to the Grantee's Land aforesaid, and the burden of the Easement shall attach to and charge the Grantor's Land aforesaid.

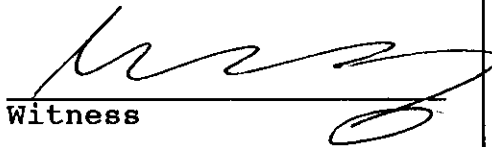
IT IS MUTUALLY UNDERSTOOD AND AGREED by and between the parties hereto that the covenants herein contained shall be covenants running with the Land and that none of the covenants herein contained shall be personal or binding upon the parties hereto, save and except during the Grantor's seisin or ownership of any interest in the Easement and with respect only to that portion of the Easement of which the Grantor shall be seized or in which it shall have an interest, but that the Land shall, nevertheless, be and remain at all times charged therewith.

Page 8 of 8 pages

This Agreement shall enure to the benefit of and be binding upon the Parties hereto, their respective successors and assigns, invitees and licensees in perpetuity forever.

IN WITNESS WHEREOF this agreement has been executed by the Parties or their authorized signatories as of the day, month and year first above written.


 Witness
 as to the signature of
 all 3 trustees of
 Church of Christ
 in Victoria, B.C.
 Barrister and Solicitor
 #203 - 3994 Shelbourne Street
 Victoria, B.C.
 V8N 3E2


 Witness


WILLIAM DALE MURRAY
 736 BROUGHTON ST.
 VICTORIA, B.C.
 SOLICITOR

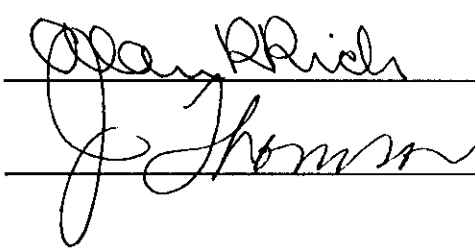
EXECUTION DATE

Y	M	D
99	04	28
99	04	21

Grantor(s) Signature(s)

TRUSTEES OF
CHURCH OF CHRIST

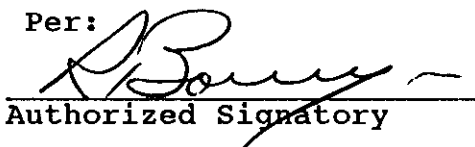




Grantee(s) Signature(s)

J.S.T.B. HOLDINGS LTD.

Per:


Authorized Signatory

END OF DOCUMENT

LAND TITLE ACT
FORM C

19 NOV 2004 10 53

EW154794

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT – PART 1

(This area for Land Title Office use)

Page 1 of 4 Pages

10

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

Lori Rossi, TELUS Communications Inc. – Rights of Way Department
1 – 15079 – 64 Ave, Surrey, BC V3S 1X9
Telephone: (604) 432-3928 CLIENT #10869
File: 24607-1

BURNS SERVICES Lori Rossi, Agent

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

(PID) (LEGAL DESCRIPTION)
018-581-269 LOT A BLOCK 180 COWICHAN DISTRICT PLAN VIP57970 EXCEPT PART
IN PLAN VIP64722

3. NATURE OF INTEREST*

DESCRIPTION	DOCUMENT REFERENCE (PAGE AND PARAGRAPH)	PERSON ENTITLED TO INTEREST
Statutory Right of Way	Pages 3 - 4	Transferee

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)*

VAN ISLE WATERFRONT DEVELOPMENT CORP (INC NO 222889)
Third floor 736 Broughton St., Victoria, BC V8W 1E1

6. TRANSFEREE(S): name (s), occupation (s), postal address (es), postal code (s)

TELUS COMMUNICATIONS INC. (Extra Provincial No. A-55547)
1 – 15079 – 64 Ave, Surrey, BC V3S 1X9

7. ADDITIONAL OR MODIFIED TERMS:*

N/A

02 04/11/19 10:53:55 02 VI
CHARGE

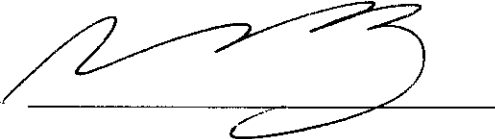


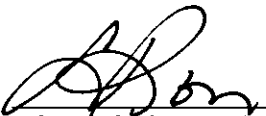
603896
\$64.75

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E

** If space insufficient, continue execution on additional page(s) in Form D

GENERAL INSTRUMENT – PART 1

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	Party (ies) Signature (s)			
	Y M D				
 <hr/> WILLIAM DALE MURRAY #201 - 19 DALLAS ROAD VICTORIA, BC V8V 5A6 SOLICITOR PHONE: (250) 388-4433	<table border="1" style="width: 100%; height: 100%;"> <tr> <td style="text-align: center; vertical-align: middle;">04</td> <td style="text-align: center; vertical-align: middle;">11</td> <td style="text-align: center; vertical-align: middle;">15</td> </tr> </table>	04	11	15	VAN ISLE WATERFRONT DEVELOPMENT CORP. by its authorized signatory (ies)  <hr/> Richard Bourque
04	11	15			
 <hr/> MARIA DOUCET A Commissioner for taking Affidavits for British Columbia Administrative Assistant Rights of Way Department TELUS Communications Inc. 1 - 15079 - 64 Ave. Surrey, BC V3S 1X9	<table border="1" style="width: 100%; height: 100%;"> <tr> <td style="text-align: center; vertical-align: middle;">04</td> <td style="text-align: center; vertical-align: middle;">10</td> <td style="text-align: center; vertical-align: middle;">29</td> </tr> </table>	04	10	29	TELUS COMMUNICATIONS INC. by its authorized Signatory  <hr/> LORI ROSSI, R.I. (B.C.) RIGHTS OF WAY MANAGER
04	10	29			

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.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E
** If space insufficient, continue execution on additional page(s) in Form D

Terms of Instrument – Part 2

WHEREAS the Owner (as identified in Form C Part 1 Item 5) is the registered owner of the Lands (as identified in Form C Part 1 Item 2) and has agreed to grant TELUS Communications Inc. ("TELUS") (as identified in Form C Part 1 Item 6) a statutory right of way which is necessary for the operation and maintenance of TELUS' undertaking,

NOW THEREFORE in consideration of the terms and conditions set out below, the Owner and TELUS agree as follows:

1. **STATUTORY RIGHT OF WAY** The Owner grants to TELUS, its successors and assigns a statutory right of way upon the Lands to:
 - a) place, operate, maintain and remove on, under and over the Lands one or more poles, pole mounted devices, pole anchors, guy wires, cables for telecommunications, power and grounding, underground ducts, above and below ground equipment enclosures, rooms, buildings, shelters, fences, antennas, support structures, access roadways, if necessary, and related works (the "Works");
 - b) remove trees or obstructions which might interfere with or create a danger to persons or the Works;
 - c) enter on foot and by vehicle, with or without machinery and equipment, for the purpose of access to and egress from the Works; and
 - d) generally to do all acts and work necessary and incidental to the foregoing or the business of TELUS, its successors and assigns.
2. **TERM** This Agreement shall continue in perpetuity from the date this Agreement is executed by the Owner and TELUS.
3. **FEES** TELUS shall, upon receipt of a satisfactory post-index search disclosing that in the normal course of Land Title Office practice this Agreement shall be registered against title to the Lands, pay the Owner a lump sum fee in the amount of one (\$1.00) dollar.
4. **STRATA CONVERSION** If the Lands are subdivided by strata plan and the works are located within the common areas shown on the strata plan, TELUS shall, after receipt of a signed agreement from the appropriate strata corporation agreeing to be bound by this Agreement, discharge this Agreement from the strata lots shown on the strata plan but not from the common areas.
5. **CONSTRUCTION** TELUS shall at its sole expense place, operate, maintain and remove the Works in compliance with all applicable laws. The Works shall at all times remain the property of TELUS and shall not be considered a fixture notwithstanding any rule of law or equity to the contrary.
6. **NON-INTERFERENCE** The Owner shall not do or permit to be done any act or thing which may, as reasonably determined by TELUS, damage the Works and or interfere with any rights granted to TELUS by this Agreement.

7. **INDEMNITY** TELUS shall indemnify and save harmless and forever discharge the Owner from and against all manner of actions, causes of actions, claims, debts, suits, damages, demands and promises, at law or in equity whether known or unknown, including without limitation for injury to persons or property including death, of any person directly or indirectly arising from, or attributable to, any act, omission, negligence or default of TELUS in connection with or in consequence of this Agreement, save and except to the extent caused by any act, omission, negligence or default of the Owner. Notwithstanding any other provision of this Agreement, in no event shall TELUS be liable for any special, indirect, consequential or incidental damages from any cause whatsoever (even if it has been advised of possibility thereof), including without limitation, lost profits, lost revenues, failure to realize expected savings or other commercial or economic losses of any kind.
8. **DISCHARGE** TELUS may, as to all or any part of the Lands, discharge, in whole or in part, any rights granted to TELUS by this Agreement. TELUS may, at any time, abandon all or part of the Works without affecting the rights granted to TELUS by this Agreement.
9. **NOTICE** Any notice required to be given hereunder shall be valid if in writing and delivered or telecopied at the address set out above or at such other address as may be designated in writing by either party and any such notice shall be effective when received.
10. **LICENCE** TELUS may grant licences to affiliates and or others to occupy and use the Works and or the Lands.
11. **WAIVER** No waiver or amendment of any provision of this Agreement shall be effective or deemed by a course of conduct, unless such waiver or amendment is in writing signed by the Owner and TELUS and stating specifically that it is intended to amend this Agreement.
12. **SEVERABILITY** If any provision of this Agreement is declared invalid or unenforceable by competent authority, such provision shall be deemed severed and shall not affect the validity or enforceability of the remaining provisions of this Agreement, unless such invalidity or unenforceability renders the operation of this Agreement impossible.
13. **BINDING EFFECT** This Agreement will be registered at the Land Title Office and shall be binding upon and enure to the benefit of the Owner and TELUS and their respective heirs, executors, administrators, successors and assigns and shall run with the Lands, and with each part into which the Lands may at any time be subdivided and each parcel into which the Lands or any portion thereof may at any time be consolidated. By executing the Form C Part 1 Item 8, the Owner and TELUS agree to be bound by this Agreement.
14. **This** Agreement runs with the Lands. Notwithstanding anything contained in this Agreement to the contrary, neither the Owner nor any future owner of the Lands or any portion of the Lands shall 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 Owner named herein or any future owner ceases to have a further interest in the Lands.
15. **This** Agreement and the provisions thereof are subject to the provisions (including regulations) of the *Telecommunications Act* S. C. 1993, c.38 and the *Canadian Radio-Television and Telecommunications Commission Act* R.S.C. 1985, c.C-22 and their successor legislation, as well as any rulings, regulations, tariffs or other directives of the Canadian Radio-Television and Telecommunications Commission.

END OF DOCUMENT

LAND TITLE ACT
FORM C
(Section 219.81)

-6 DEC 2004 11 40

EW162196

Province of
British Columbia

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

Page 1 of 4 pages

1C

1. APPLICATION:

Shaw Cablesystems Limited
Suite 900, 630 - 3rd Avenue SW
Calgary, Alberta, T2P 4L4
(403)750-4500

Smolyneau

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

(PID) (LEGAL DESCRIPTION)
Parcel Identifier: 018-581-269 Lot A, Block 180, Cowichan Lake District, Plan VIP57970, Except Part in Plan VIP 64722

3. NATURE OF INTEREST: *

DESCRIPTION	DOCUMENT REFERENCE (PAGE AND PARAGRAPH)	PERSON ENTITLED TO INTEREST
Statutory Right of Way	Entire Document	Transferee

02 04/12/06 11:40:50 02 VI 607065
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):*

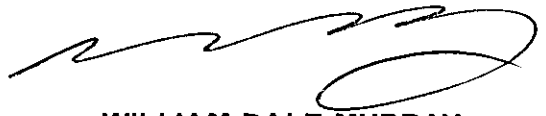
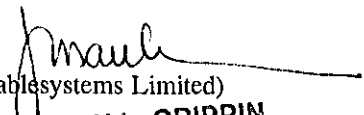
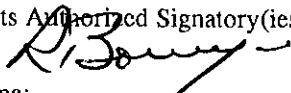

Van Isle Waterfront Development Corp., Inc. No. 222889 Third Floor 736 Broughton Street ,
Victoria, BC V8W 1E1

6. TRANSFEREE(S): (including postal address(es) and postal code(s))*

SHAW CABLESYSTEMS LIMITED (Incorp. No. A-60221) Suite 900, 630 - 3rd Avenue S.W., Calgary,
Alberta T2P 4L4

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.

<p>OFFICER SIGNATURE(S)</p>  <p>WILLIAM DALE MURRAY #201 - 19 DALLAS ROAD VICTORIA, BC V8V 5A6 SOLICITOR PHONE: (250) 388-4433 <i>(as to Van Isle Waterfront Development Corp)</i></p>  <p>(as to Shaw Cablesystems Limited) SUSAN L. CRIPPIN A Notary Public for the Province of Alberta Suite 900, 630 - 3rd Avenue SW Calgary, AB T2P 4L4 My Commission expires: December 31, 2004</p>	<p>EXECUTION DATE</p> <table border="1"> <tr> <td>Y</td> <td>M</td> <td>D</td> </tr> <tr> <td>04</td> <td>11</td> <td>05</td> </tr> <tr> <td>04</td> <td>11</td> <td>29</td> </tr> </table>	Y	M	D	04	11	05	04	11	29	<p>PARTY(IES) SIGNATURE(S)</p> <p>TRANSFEROR(S) Van Isle Waterfront Development Corp., Inc. 222889 by its Authorized Signatory(ies):  Name: <i>Richard Bourque</i></p> <p>TRANSFeree</p> <p>SHAW CABLESYSTEMS LIMITED. by its authorized signatory(ies): Name:  Name: Terry Medd VP Operations</p>
Y	M	D									
04	11	05									
04	11	29									

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.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
** If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form D.

TERMS OF INSTRUMENT - PART 2

This will confirm that the Transferor (the "Owner") of the Property, described in item 2 of Part 1 of this General Instrument, has agreed, in consideration of the mutual covenants set out below, to give Shaw non-exclusive access to the Property to provide communication services (the "Services") to the occupants of the Property, and the statutory right of way herein is necessary for the operation and maintenance of Shaw's undertaking, on the following terms:

1. The Owner, by way of this Agreement, grants to Shaw the non-exclusive right to enter on or gain access over or under the Property for the purposes of: (a) providing the Services to the occupants of the Property; (b) carrying, laying, constructing, maintaining, operating, repairing or using Shaw's Network (that is, its conduits, cables, wires, communication facilities and equipment on the Property, the "Network"); and (c) making use of the Property for all purposes necessary or incidental to the exercise of the rights granted in this Agreement.
2. Shaw shall have access to the Property during all reasonable business hours except that in situations of emergency, Shaw will have access at any and all times it requires.
3. The Owner may grant access to the Property to other providers of communication services but the Owner shall ensure that such other service providers do not use, interfere with, attach any equipment or facilities to or have access to the Network without the prior written consent of Shaw.
4. Shaw will comply with all applicable orders, decisions, laws and regulations of any public authority having jurisdiction, relating to the Network located on the Property, including without limitation, those orders and decisions established by the Canadian Radio-television and Telecommunications Commission.
5. Shaw is the owner of the Network, whether the Network is installed by Shaw or by a predecessor and the Network shall not be considered a fixture to the Property despite any principle of law to the contrary. The Owner acknowledges that it does not have authority to use or permit anyone else other than Shaw to use, interfere with or have access to the Network or to create any lien or charge on any part of the Network.
6. Shaw will be responsible for all losses sustained by the Owner caused by any act or omission of Shaw under this Agreement. The Owner shall not interfere with the Network and will be responsible for all losses sustained by Shaw caused by any act or omission of the Owner, its agents, employees or licensees. Neither party to this Agreement shall be responsible for any economic loss or loss of profit suffered by the other as a result of this paragraph.
7. This Agreement and the rights granted to Shaw in this Agreement shall be an interest in and run with the Property. This Agreement shall not be construed as or constitute a lien or financial charge in the Property.
8. This Agreement shall be binding on and benefit the successors and assigns of Shaw and the Owner. If any provision of this Agreement is declared invalid such provision shall be deemed severed and shall not affect the remaining provisions. This Agreement is the entire agreement between the parties regarding the subject matter described in this Agreement and supersedes all prior negotiations and agreements and may only be modified in writing signed by all the parties to

this Agreement. This Agreement shall be subject to the laws of the Province in which the Property is located.

9. Any notice required to be delivered under this Agreement will be in writing and sent by registered mail, facsimile or delivered personally to the Owner and to Shaw at the addresses given above.

10. The term "Shaw" as used in this Agreement includes Shaw Cablesystems Limited, its affiliates and any partnership in which Shaw Cablesystems Limited is a partner, and their respective agents and employees.

11. Shaw may without consent, assign or sublicense this Agreement to a purchaser of substantially all of its Network in the licensed area under this Agreement.

END OF DOCUMENT

EX044074

22 APR 2005 14 50

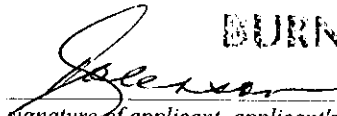
EX044073

22

LAND TITLE ACT
FORM C
(Section 219.81)

Province of
British Columbia

GENERAL INSTRUMENT - PART 1 (This area for Land Title Office use) PAGE 1 of 7 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
Pearlman Lindholm, Barristers & Solicitors
201 - 19 Dallas Road, Victoria, BC V8V 5A6
Telephone: (250) 388-4433
WDM/lc/Van Isle Waterfront Development Corp/00-1203

signature of applicant, applicant's solicitor or agent

BURNS SERVICES

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND: *
(PID) (LEGAL DESCRIPTION)
2c's 026-276-861 Lot 1, Block 180, Cowichan Lake District, Plan VIP 78710

3. NATURE OF INTEREST: *
DESCRIPTION DOCUMENT REFERENCE PERSON ENTITLED TO INTEREST
Statutory Right of Way and Priority Agreements over Mortgage No. EV141243, Assignment of Rents No. EV141244, Mortgage No. EV141245 and Assignment of Rents No. EV141246 Page 3-7 Transferee
01 05/04/22 14:51:20 01 VI 629472
CHARGE \$129.50

4. TERMS: Part 2 of this instrument consists of (select one only)
(a) Filed Standard Charge Terms D.F. No.
(h) 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): *
VAN ISLE WATERFRONT DEVELOPMENT CORP., (Incorporation No. 222,889), GULF AND FRASER FISHERMEN'S CREDIT UNION, Reg. No. F1 95 and COOPER PACIFIC II MORTGAGE INVESTMENT CORPORATION, Inc. No. 646002

6. TRANSFEREE(S): (including postal address(es) and postal code(s)) *
VAN ISLE WATERFRONT DEVELOPMENT CORP., (Incorporation No. 222,889), c/o 1669 Cedar Avenue, Victoria, BC V8P 1X1,

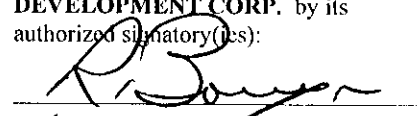
7. ADDITIONAL OR MODIFIED TERMS: *
N/A

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.


WILLIAM DALE MURRAY
#201 - 19 DALLAS ROAD
VICTORIA, BC V8V 5A6
SOLICITOR
PHONE: (250) 388-4433

Execution Date

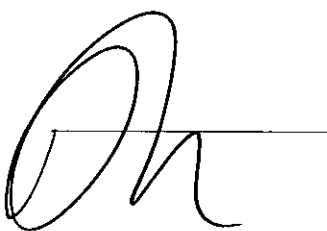
Y	M	D
05	02	15


Party(ies) Signature(s)
VAN ISLE WATERFRONT DEVELOPMENT CORP. by its authorized signatory(ies):

(Richard Bourque)

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.

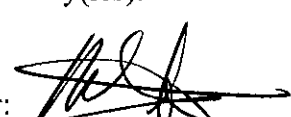
LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED



PATRICK J. DELSEY
Barrister & Solicitor
 1220 - 1175 Douglas Street
 Victoria BC V8W 2E1
 Tel: (250) 412-0531 Fax: (250) 412-0535
 Email: p.delsey@pjdlawcorp.com


PATRICK J. DELSEY
Barrister & Solicitor
 1220 - 1175 Douglas Street
 Victoria BC V8W 2E1
 Tel: (250) 412-0531 Fax: (250) 412-0535
 Email: p.delsey@pjdlawcorp.com

Execution Date		
Y	M	D
05	02	15
05	02	15

Party(ies) Signature(s)
**GULF AND FRASER
 FISHERMEN'S CREDIT
 UNION** by its authorized
 signatory(ies):

 Per: _____
 PRINT NAME: **M. T. ANDERSEN**

Per: _____
 PRINT NAME:

**COOPER PACIFIC II
 MORTGAGE
 INVESTMENT
 CORPORATION** by its
 authorized signatory(ies):

 Per: _____
 PRINT NAME: **M. COOPER**

Per: _____
 PRINT NAME:

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.

TERMS OF INSTRUMENT – PART 2**WHEREAS:**

- A. The Transferor is the registered owner of:
- PID
Lot 1, Block 180, Cowichan Lake District, Plan VIP 78710
(herein called the “Transferor’s Lands”)
- B. The Transferee operates a Water Utility pursuant to the *Water Utility Act*, RSBC 1996 c. 485 and has been granted a Certificate of Public Convenience and Necessity to operate a water works system.
- C. The Transferee requires a statutory right of way over the Transferor’s Lands for the installation, maintenance and operation of a system of water works necessary to their undertaking of a Water Utility.

NOW, THEREFORE, THIS INDENTURE WITNESSES that in consideration of the sum of TEN (\$10.00) DOLLARS of lawful money of Canada, now paid by the Transferee to the Transferor and other valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Transferor), and in consideration of the covenants hereinafter contained:

1.0 THE TRANSFEROR DOES HEREBY:

- 1.1 grant, convey, confirm and transfer, in perpetuity, to the Transferee, its successors and assigns, a right of way over the Transferor’s Lands for the purpose of constructing, drilling, laying down and installing a water works system of wells, pumps, valves, buildings, reservoirs, pipes, and appurtenances, including hydro electric wires and cables necessary or incidental to the operation of a water works system on and under the Transferor’s Lands. (herein referred to as the “Works”) for the storage and conveyance of domestic water for and to all strata lots created from the Transferor’s Lands (herein called the “Right of Way”).
- 1.2 grant, convey, confirm and transfer to the Transferee, its successors and assigns, and all of its employees, agents, servants, workers and contractors together with machinery, vehicles, equipment and materials, the right at all times to go upon, return, pass over and use the Transferor’s Lands for the purposes of constructing, operating, maintaining, repairing, improving, inspecting and replacing the Works thereon, and to remove rocks, trees, or obstructions which might obstruct, damage or interfere with the construction, maintenance or operation of the Works.
- 2.0 THE TRANSFEROR HEREBY COVENANTS TO AND AGREES WITH THE TRANSFEE, as follows:

Page 4 of 7 Pages

2.1 The Transferor will not, nor permit any other person to, without the written consent of the Transferee first had and obtained, which consent will not be unreasonably withheld:

- (a) make, place, erect, install or maintain after the date hereof any building, structure, excavation, pile of material or other obstruction in, under or over the Transferor's Lands so that it in any way interferes with or damages the Works or prevents access to the Works;
 - (b) do any act or thing which will interfere with or injure any of the Works improvement constructed on, under or over the Transferor's Lands by the Transferee;
 - (c) do any act or thing which will weaken, compromise or jeopardize the lateral support to and for the Works on the Transferor's Lands;
 - (d) prevent the Transferee from peaceably holding and enjoying the rights hereby granted.
- (b) **THE TRANSFEEE HEREBY COVENANTS TO AND AGREES WITH THE TRANSFEROR**, as follows:

3.1 In the exercise of any of its rights granted herein, the Transferee will:

- (a) carry out all work in a proper and workmanlike manner so as to do as little injury as possible to the Transferor's Lands;
 - (b) make good at its own expense all damage or disturbance which may be caused to the Transferor's Lands in the exercise of the Transferee's rights hereunder; and
 - (c) restore the Transferor's Lands following such work, at the sole cost of the Transferee, as nearly as may be reasonably possible to the same condition that they were in prior to any entry by the Transferee upon the Transferor's Lands;
 - (d) be solely responsible at its own expense for observing the requirements of laws applicable to the Works, including but not limited to requirements of the British Columbia *Drinking Water Protection Act* and Regulations under that Act and for any consequences, including claims for damages as a result of the Transferee's failure to do so.
- 3.2 (a) If the Works are no longer needed or are abandoned, the Transferee shall, at its sole cost and expense, remove the Works from the Transferor's Lands and restore the Land as nearly as is reasonably possible to the condition that the Land was in before the Works were removed within 30 days after the Works cease to be used for their original purposes or receipt of notice to do so is given to the Transferee by the Transferor.

Page 5 of 7 Pages

- (b) If the Transferee neglects or refuses to remove the Works from the Transferor's Lands after notice to do so is given under 3.2(a), the Transferor may elect to remove the Works at the expense of the Transferee and may recover the expense and the cost of collecting the expense from the Transferee by any legal means available to the Transferor.
- (c) The Works remain the property of the Transferee until the Transferor elects to remove them under 3.2(b) but in no event will the Transferee be entitled to compensation for the Works whether removed from the Transferor's Lands or otherwise.
- 3.3 The Transferee will be responsible, at its sole expense, for keeping the Works constructed or replaced by the Transferee on the Transferor's Lands in a reasonable state of repair, for replacement of damaged, non-working and obsolete parts of the Works and for repairs or replacement due to all acts of vandalism to the Works.
- 3.4 The Transferee covenants and agrees to release, indemnify and save harmless the Transferor from any and all claims, causes of action, suits, demands, expenses, costs and legal fees whatsoever on account of loss of life, personal injury or property loss or damage suffered by the Transferee or anyone arising out of the use and occupation of the Transferor's Lands by the Transferee or the exercise of the Transferee's rights granted herein.
- 3.5 The Transferee will take out and maintain, until such time as this Right of Way is discharged from the title to the Transferor's Lands, a policy of general public liability insurance against claims for bodily injury, death or property damage arising out of the use and occupancy of the Transferor's Lands by the Transferee and the exercise of the Transferee's rights under this Agreement in the amount of not less than two million (\$2,000,000.00) Dollars per single occurrence or such greater amount as the Transferor may from time to time designate, naming the Transferor as an insured party thereto, and the Transferee shall provide the Transferor with a certified copy of such policy or policies upon execution of this Right of Way and thereafter from time to time as requested by the Transferor.
4. **THE PARTIES HERETO EACH COVENANT TO AND AGREE WITH THE OTHER**, as follows:
- 4.1 No part of the title in fee simple shall pass to or be vested in the Transferee under or by virtue of these presents and the Transferor may fully use and enjoy all of the Lands of the Transferor subject only to the rights and restrictions herein contained.
- 4.2 The covenants herein shall be covenants running with the land and none of the covenants herein contained shall be personal or binding upon the parties hereto, save and except during the Transferor's ownership of any interest in the Transferor's Lands, and with respect only to that portion of the Lands of the Transferor of which the Owner shall have an interest, but that the Lands of the Transferor, nevertheless, shall be and remain at all times charged herewith.

Page 6 of 7 Pages

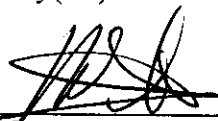
- 4.3 The Parties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary or desirable to give proper effect to the intention of this instrument.
- 4.4 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their successors and assigns and their heirs and administrators respectively.
- 4.5 Whenever the singular or masculine are used they shall be construed as including the plural, feminine or body corporate where the context requires.

IN WITNESS WHEREOF the Parties hereto have executed these presents on pages 1 and 2 of the Form C attached.

CONSENT TO PRIORITY

GULF AND FRASER FISHERMEN'S CREDIT UNION hereby consents to the registration of the Statutory Right-of-Way granted herein in priority to Mortgage No. EV141243 and Assignment of Rents No. EV141244.

GULF AND FRASER FISHERMEN'S CREDIT UNION by its authorized Signatory(ies):

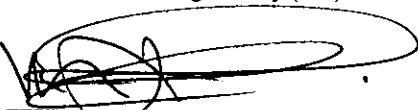
Per: 
Print Name: M.T. ANDERSEN

Per: _____
Print Name: _____

CONSENT TO PRIORITY

COOPER PACIFIC II MORTGAGE INVESTMENT CORPORATION hereby consents to the registration of the Statutory Right-of-Way granted herein in priority to Mortgage No. EV141245 and Assignment of Rents No. EV141246.

COOPER PACIFIC II MORTGAGE INVESTMENT CORPORATION by its authorized Signatory(ies):

Per: 
Print Name: M. COOPER

Per: _____
Print Name: _____

END OF DOCUMENT

24

EX044078

22 APR 2005 14 51

EX044077

LAND TITLE ACT
FORM C

(Section 219.81)

Province of

British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

PAGE 1 of 9 pages

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

Pearlman Lindholm, Barristers & Solicitors

201 - 19 Dallas Road, Victoria, BC V8V 5A6

Telephone: (250) 388-4433

WDM/lc/Van Isle Waterfront Development Corp/00-1203

Jefferson
signature of applicant, applicant's solicitor or agent

BURNS SERVICES

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

20's

(PID)

026-276-861

(LEGAL DESCRIPTION)

Lot 1, Block 180, Cowichan Lake District, Plan VIP 78710

3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT REFERENCE

PERSON ENTITLED TO INTEREST

Covenant and
Priority Agreements over

Entire Instrument

Transferee

Mortgage No. EV141243, Assignment
of Rents No. EV141244, Mortgage No. EV141245
and Assignment of Rents No. EV141246

01 05/04/22 14:51:50 01 VI
CHARGE

629472
\$129.50

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):*

VAN ISLE WATERFRONT DEVELOPMENT CORP., Incorporation No. 222889, GULF AND FRASER FISHERMEN'S CREDIT UNION, Reg. No. F195 and COOPER PACIFIC II MORTGAGE INVESTMENT CORPORATION, Incorporation No. 646002.

6. TRANSFEREE(S): (including postal address(es) and postal code(s))*

VAN ISLE WATERFRONT DEVELOPMENT CORP., Incorporation No. 222889, c/o 1669 Cedar Avenue, Victoria, BC V8P 1X1,

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

Party(ies) Signature(s)

William Dale Murray

Y	M	D
05	04	18

VAN ISLE WATERFRONT DEVELOPMENT CORP. by its authorized signatory(ies):

Richard Bourque
(Richard Bourque)

WILLIAM DALE MURRAY
#201 - 19 DALLAS ROAD
VICTORIA, BC V8V 5A6
SOLICITOR
PHONE: (250) 388-4433

OFFICER CERTIFICATION:


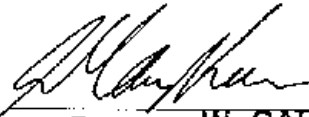

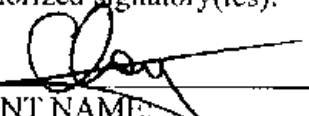

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1979, c. 116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution 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			Party(ies) Signature(s)
	Y	M	D	
 WINSTON WEN CHENG WU <i>Barrister & Solicitor</i> 7871 Westminster Hwy. Richmond, B.C. V6X 1A4 Tel: (604) 303-0788	05	04	19	GULF AND FRASER FISHERMEN'S CREDIT UNION by its authorized signatory(ies): Per:  PRINT NAME: W. GARY KEEN Per:  PRINT NAME: MITCHELL ANDERSEN COOPER PACIFIC II MORTGAGE INVESTMENT CORPORATION by its authorized signatory(ies): Per:  PRINT NAME: CAMERON COOPER Per: _____ PRINT NAME: _____
 PATRICK J. DELSEY <i>Barrister & Solicitor</i> 1220 - 1175 Douglas Street Victoria BC V8W 2E1 Tel: (250) 412-0531 Fax: (250) 412-0535 Email: p.delsey@pjdlawcorp.com	05	04	18	

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.

TERMS OF INSTRUMENT – PART 2**WHEREAS:**

- A. The Transferor is the registered owner of:
- PID
Lot 1, Block 180, Cowichan Lake District, Plan VIP 78710
(herein called the “**Transferor’s Lands**”)
- B. The Transferee operates a Water Utility pursuant to the *Water Utility Act*, RSBC 1996 c. 485 and has been granted a Certificate of Public Convenience and Necessity to operate a water works system.
- C. The Transferee requires this Covenant to be registered over the Transferor’s Lands as necessary for the regulation of water use/conservation by the users of the waterworks system located on the Transferor's Lands.

NOW, THEREFORE, THIS INDENTURE WITNESSES that in consideration of the sum of TEN (\$10.00) DOLLARS of lawful money of Canada, now paid by the Transferee to the Transferor and other valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Transferor), and in consideration of the covenants hereinafter contained:

1.0 THE TRANSFEROR HEREBY COVENANTS TO AND AGREES WITH THE TRANSFEE (herein called the “Water Utility”) that the following water use/conservation restrictions shall apply to the Transferor’s Lands:

1.1 **Definitions**

In this Covenant

“Micro-irrigation or Drip-irrigation System” means a system using irrigation components which consume less than 20 gallons per hour and operate at less than 25 psi to deliver Water to the root zone of the plant material being irrigated, and includes spray emitter systems (Micro-Sprays), point source emitters and linear tape systems as defined in the BC Trickle Manual prepared and published by the BC Ministry of Agriculture and Food, Resource Management Branch (issue 1999), with such amendments as shall be published from time to time, but does not include weeper or soaker hoses.

1.2 **Shower Heads**

A shower head (maximum of one shower head per bathroom and only one shower per building) shall only be installed that is certified by one of the following testing facilities:

- i) Warnock Hersey
- ii) Canadian Standards Association
- iii) CUPC

And, the shower head is rated to use 9.5 litres of water per minute or less.

1.3 Toilets

Toilets (maximum 2 per unit) shall only be installed that are certified by one of the following testing facilities:

- i) Warnock Hersey
- ii) Canadian Standards Association
- iii) CUPC

And, the toilet or toilets are rated to use 6 litres of water or less per flush.

1.4 Washing Machines

A washing machine shall only be used or installed if it is certified by one of the following testing facilities:

- i) Warnock Hersey
- ii) Canadian Standards Association
- iii) CUPC

And, the washing machine is a front loader type and deemed to be a water conserving model with a maximum water usage per load of 14 (Imp. Gal.) or less.

1.5 Dish Washers

A dish washer machine can only be used or installed if it is certified by one of the following testing facilities:

- i) Warnock Hersey
- ii) Canadian Standards Association
- iii) CUPC

And, the dish washing machine is deemed to be water conserving with a maximum water usage per load of 8 (Imp. Gal.) or less.

1.6 Faucets and Taps

All faucets and taps within or outside of the building must be new at time of installation and shall conform with the British Columbia Building Code.

1.7 **Lawn and Garden Sprinkling**

The maximum allowable area for lawn and garden sprinkling shall be 1800 square feet for each lot or strata lot.

1.8 **Water Restrictions**

The Water Utility may at its discretion impose Stage 1, 2, or 3 watering restrictions as follows to conserve water at certain periods throughout the year:

Effective Dates of Stages and Restrictions

- (1) Stage 1 and the Water Use Restrictions for Stage 1 prescribed in **Schedule "A"** are in effect in each year from May 1st to September 30 both inclusive, except as provided under subsection (2).
- (2) The Water Utility, may
 - a. amend the effective period of time for Stage 1, or
 - b. terminate or bring into effect a Stage more restrictive than Stage 1 at any time of the year for any period of time.
- (3) The Stage determined under subsection (2) and the Water Use Restrictions prescribed under **Schedule "A"** for that Stage take effect on the commencement date stated in this Covenant or the Notice for that Stage and remain in effect until that Stage is terminated.
- (4) A Stage will remain in effect until it is terminated by the Water Utility, or until the commencement of another Stage.

2. **Notice**

- 2.1 The Water Utility shall give Notice or cause Notice to be given to users of the waterworks system of the applicable Stage determined and its effective dates of commencement and termination when determined by the Water Utility.
- 2.2 The Notice shall be given to users of the Waterworks System:
 - i) before the commencement of the applicable Stage, and
 - ii) within a reasonable time after the resolution of the Water Utility to terminate the Stage.
- 2.3 Notice shall be deemed to be given to users of the Waterworks System, and shall take effect, five (5) days after mailing of written Notice by regular mail to the user's address of record, or in the case of a Strata Corporation, by mailing of Notice by regular mail to the Strata Corporation's address of record, or by delivering Notice to the President or Secretary of the Strata Corporation.

SCHEDULE "A"**OUTDOOR WATER USE RESTRICTION STAGES****1. STAGE 1 – TWO DAYS PER WEEK LAWN WATERING****1.1 During Stage 1,**

- (a) no person shall use a Sprinkler to water a lawn growing on a property with
 - i) an even numbered Strata Lot, except on Wednesday and Saturday between the hours of 4:00 a.m. to 10:00 a.m. and 7:00 p.m. to 10:00 p.m. and
 - ii) an odd numbered Strata Lot, except on Thursday and Sunday between the hours of 4:00 a.m. to 10:00 a.m. and 7:00 p.m. to 10:00 p.m.; and
- (b) a person may
 - i) water trees, shrubs, flowers and vegetables on any day with a Sprinkler during the prescribed hours for Stage 1 lawn watering and on any day at any time if watering is done by hand-held container or a hose equipped with a shut-off nozzle;
 - ii) water newly planted trees, shrubs, flowers and vegetables by any method during installation and for the following 24 hours;
 - iii) use Micro-irrigation or Drip-irrigation systems to water trees, shrubs, flowers and vegetables at any time on any day;
 - iv) under the authority of a Permit, water new sod on installation and during the first 21 days after installation, and water newly seeded lawns until growth is established or for 49 days after installation, whichever is less, but only during the prescribed Stage 1 lawn watering hours;
 - i) wash a vehicle with water using a hand held container or hose equipped with a shut-off nozzle.

1.2 As exceptions to the Stage 1 restrictions,

- (a) Plantings on common areas of a Strata Plan may be watered by hand or by use of a micro system on even numbered days as per above.

Page 7 of 9 Pages**2. STAGE 2 – ONE DAY PER WEEK LAWN WATERING****a. During Stage 2,**

- (a) no person shall use a Sprinkler to water a lawn growing on a property of
 - i) an even numbered Strata Lot, except on Wednesday between the hours of 4:00 a.m. to 10:00 a.m. and 7:00 p.m. to 10:00 p.m.;
 - ii) an odd number Strata Lot, except on Thursday between the hours of 4:00 a.m. to 10:00 a.m. and 7:00 p.m. to 10:00 p.m.;
- (b) no person shall use water to wash sidewalks, pathways, driveways or parking lots, exterior windows or exterior building surfaces, except as necessary for applying a product such as paint, preservative and stucco, preparing a surface prior to paving or re-pointing bricks, or if required by law to comply with health or safety regulations, and
- (c) a person may
 - i) water trees, shrubs, flowers and vegetables on any day with a Sprinkler during the prescribed hours for Stage 2 lawn watering and on any day at any time if watering is done by hand-held container or a hose equipped with a shut-off nozzle;
 - ii) water newly planted trees, shrubs, flowers and vegetables by any method during installation and for the following 24 hours;
 - iii) use Micro-irrigation or Drip-irrigation systems to water trees, shrubs, flowers and vegetables at any time on any day;
 - iv) wash a vehicle with water using a hand held container or hose equipped with a shut-off nozzle.

2.2 As exceptions to Stage 2 restrictions,

- (a) Plantings on common areas of a Strata Plan may be watered by hand or by use of a micro system on even numbered days a per above.

3. STAGE 3 – NO LAWN WATERING**3.1 During Stage 3,**

- (a) no person shall
 - i) water a lawn or boulevard;
 - ii) fill a swimming pool, hot tub or garden pond;
 - iii) fill or operate a decorative fountain at any time; or
 - iv) wash a vehicle or a boat with water.

Page 8 of 9 Pages


- (b) a person may
- i) water trees, shrubs, flowers and vegetables on any day between the hours of 4:00 a.m. to 10:00 a.m. and 7:00 p.m. to 10:00 p.m. if watering is done by hand-held container or a hose equipped with a shut-off nozzle;
 - ii) water newly planted trees, shrubs, flowers and vegetables between the hours of 4:00 a.m. to 10:00 a.m. and 7:00 p.m. to 10: p.m. only by hand-held container or a hose equipped with a shut-off nozzle during installation and during the following 24 hours after installation is completed;
 - iii) use Micro-irrigation or Drip-irrigation systems to water trees, shrubs, flowers and vegetables on any day between the hours of 4:00 a.m. to 10:00 a.m. and 7: 00 p.m. to 10:00 p.m.;
 - iv) use water to wash sidewalks, pathways, driveways or parking lots, exterior windows or exterior building surfaces, but only if necessary for applying a product such as paint, preservative and stucco, preparing a surface prior to paving or re-pointing bricks, or if required by law to comply with health or safety regulations.

3.2 As exceptions to the Stage 3 restrictions,

- (a) wading pools may be filled with water.

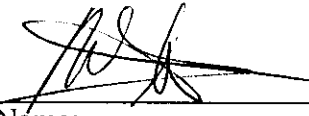
CONSENT TO PRIORITY

GULF AND FRASER FISHERMEN'S CREDIT UNION hereby consents to the registration of the Covenant granted herein in priority to Mortgage No. EV141243 and Assignment of Rents No. EV141244.


WINSTON WEN CHENG WU
Barrister & Solicitor
7871 Westminster Hwy.
Richmond, B.C.
V6X 1A4
Tel: (604) 303-0788

GULF AND FRASER FISHERMEN'S CREDIT UNION by its authorized Signatory(ies):


Per: 
Print Name: **W. GARY KEEN**

Per: 
Print Name: **MITCHELL ANDERSEN**

CONSENT TO PRIORITY

COOPER PACIFIC II MORTGAGE INVESTMENT CORPORATION hereby consents to the registration of the Covenant granted herein in priority to Mortgage No. EV141245 and Assignment of Rents No. EV141246.

COOPER PACIFIC II MORTGAGE INVESTMENT CORPORATION by its authorized Signatory(ies):

Per: 
Print Name: **CAMERON COOPER**

Per: _____
Print Name: _____

END OF DOCUMENT

22 APR 2005 14:56

EX044105

15

Land Title Act
Form 35
(section 220 (1))

DECLARATION OF BUILDING SCHEME

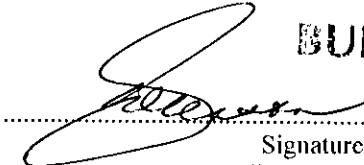
NATURE OF INTEREST CHARGE: STATUTORY BUILDING SCHEME

HEREWITH FEE OF: \$

01 05/04/22 14:56:38 01 VI 629472
CHARGE \$64.75

Address of person entitled to register this building scheme:
VAN ISLE WATERFRONT DEVELOPMENT CORP. (Incorporation No. 222889)
c/o 1669 Cedar Avenue, Victoria, BC V8P 1X1

Full name, address, telephone number of person presenting application:
PEARLMAN LINDHOLM, Barristers & Solicitors
201 - 19 Dallas Road, Victoria, BC V8V 5A6
Telephone: (250) 388-4433


Signature of Applicant, or
Solicitor or Authorized Agent

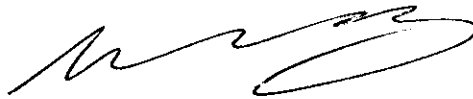
BURNS SERVICES

VAN ISLE WATERFRONT DEVELOPMENT CORP., c/o 1669 Cedar Avenue, Victoria, BC V8P 1X1 declares that:

1. VAN ISLE WATERFRONT DEVELOPMENT CORP. is the registered owner in fee simple of the following land (hereinafter called the "Lots")
PID: _____
Strata Lots 1 to 12, Block 180, Cowichan Lake District, Strata Plan VIS 5772
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.

EXECUTION(S):

Officer Signature(s)



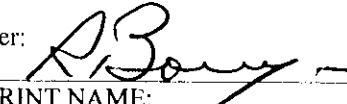
WILLIAM DALE MURRAY
#201 - 19 DALLAS ROAD
VICTORIA, BC V8V 5A6
SOLICITOR
PHONE: (250) 388-4433

Execution Date

Y	M	D
05	04	06

Party(ies) Signature(s)

VAN ISLE WATERFRONT DEVELOPMENT CORP. by its authorized signatory(ies):

Per: 
PRINT NAME:

(Richard Bourque)
Per:

PRINT NAME:

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.

CONSENT AND PRIORITY AGREEMENT OF CHARGE HOLDERS

GULF AND FRASER FISHERMEN'S CREDIT UNION, Registration No. FI 95, of 7971 Westminster Highway, Richmond, BC V6X 1A4, the holders of the following registered charges, Mortgage No. EV141243 and Assignment of Rents No. EV141244, consent to the registration of the above Declaration of Statutory Building Scheme and agree that it shall have priority over our respective charges.

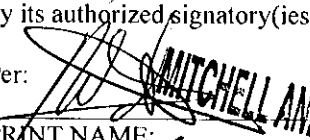
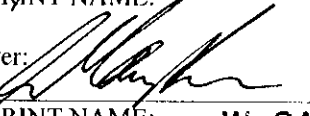
EXECUTION(S):

Officer Signature(s)

WINSTON WEN CHENG WU
Barrister & Solicitor
7871 Westminster Hwy.
Richmond, B.C.
V6X 1A4
Tel: (604) 303-0788
AS to both Signatures.

Execution Date

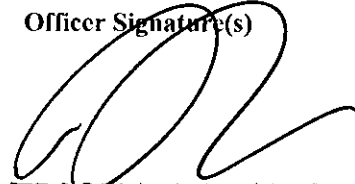
Y	M	D
05	04	06

Party(ies) Signature(s)
GULF AND FRASER
FISHERMEN'S CREDIT UNION
by its authorized signatory(ies):
Per: 
MITCHELL ANDERSEN
Per: 
W. GARY KEEN

CONSENT AND PRIORITY AGREEMENT OF CHARGE HOLDERS

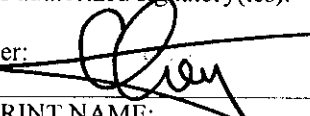
COOPER PACIFIC II MORTGAGE INVESTMENT CORPORATION, Incorporation No. 646002, of 821 Broughton Street, Victoria, BC V8W 1E5 the holders of the following registered charges, Mortgage No. EV141245 and Assignment of Rents No. EV141246, consent to the registration of the above Declaration of Statutory Building Scheme and agree that it shall have priority over our respective charges.

EXECUTION(S):

Officer Signature(s)

PATRICK J. DELSEY
Barrister & Solicitor
1220 - 1175 Douglas Street
Victoria BC V8W 2E1
Tel: (250) 412-0531 Fax: (250) 412-0535
Email: p.delsey@pjdlawcorp.com

Execution Date

Y	M	D
05	04	11

Party(ies) Signature(s)
COOPER PACIFIC II MORTGAGE
INVESTMENT CORPORATION by
its authorized signatory(ies):
Per: 
CAMERON COOPER

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.

- NOTE:**
1. The consent and grant of priority of charge holders may be in separate counterparts of Form 35.
 2. The execution of all declaring or consenting parties must be witnessed in accordance with Part 5 of the Land Title Act.
 3. The type and registration number of the charge must be typed or printed immediately below the signature of the owner of the charge.

SCHEDULE OF RESTRICTIONS

Schedule of Restrictions in the Building Scheme declared by VAN ISLE WATERFRONT DEVELOPMENT CORP. (hereinafter called the "Developer")

1. DEFINITIONS

1.1 In this Building Scheme, the following words have the following meaning:

- "Developer" means Van Isle Waterfront Development Corp.;
- "Purchaser" means a purchaser of a lot in the within described subdivision hereby made subject to this Building Scheme and his successors in title;
- "Bay" means Marble Bay;
- "Parties" means the Cowichan Valley Regional District, Van Isle Waterfront Development Corp.;
- "Landscaping" includes grading, addition of topsoil, laying of sod, seeding of lawns, planting trees and shrubs;
- "Works" means any improvement to a lot including: site preparation; filling and excavation; erection or construction of any residence, building or other structure; and Landscaping;
- "Commencement Date" means original date of building permit.
- "Recreational Use" means occupation of the property for recreational purposes and not as a permanent residence.
- "Building Footprint" means the total area of a building, measured on the ground that is supported by concrete perimeter foundations, structural support columns and includes cantilevered enclosed floor area, but does not include open sundecks.

2. INTRODUCTION

- #### 2.1
- There shall not be constructed, placed, erected or maintained on any lot, any dwelling, building or other improvement whatsoever unless constructed, placed, erected or maintained in conformity with plans and specifications prepared in compliance in all respects with these restrictions which have been approved in writing by the Developer or by its authorized agent, who shall have the right and power to approve or arbitrarily reject same. The Purchaser shall provide the Developer, or its authorized agent, a preliminary submission of the plan/works, before the building permit application, so that the Developer, or by its authorized agent, may provide valuable assistance where necessary. The Developer, or its authorized agent will stamp the preliminary plan, as having been approved before

submission for a building permit. The issuance of a building permit by any level of government or regulatory body with jurisdiction shall not be deemed to be compliance under this provision. Plans and specifications submitted for approval shall show elevations, siting, size, colour scheme and materials to be used.

3. APPROVAL BY DEVELOPER

3.1 There shall be no commencement of Works on any lot unless and until the Developer has approved in writing the written and signed proposal of the Owner for such Works which contains:

- proper plans and specifications for the Works setting forth all materials, finishes and colours to be used;
- a detailed plan showing the location of the proposed Works with respect existing topography, finished ground elevations, and boundaries of the lot;
- such assurances as are reasonable required by the Developer to ensure that construction of the Works will be completed within 12 months of the start of construction.

3.2 No plans shall be considered for approval unless the plan package includes a site plan of the entire lot indicating the siting, setbacks, retaining walls, drive-way and landscaping. Careful consideration must be used in selecting cottage plans that are not only suited to the particular lot on which the cottage is to be built, but also sensitive to the natural environment both on and surrounding the lot.

4. INTENT OF RESTRICTIONS

4.1 It is the intent of these restrictions to control the design, siting, materials and appearance of all cottages and improvements to ensure that such cottages and improvements are suited to the particular lot on which they are to be located in a manner that is harmonious with the cottage community.

5. TIMING AND IMPROVEMENTS

5.1 Prior to construction, no owner shall allow debris, noxious weeds (e.g. thistles) or invasive plant species (e.g. scotch broom, gorse, ivy) to accumulate on the vacant lot.

5.2 Construction of the approved cottage and other improvements shall proceed diligently and continuously from commencement of construction until completion thereof, which shall not be later than twelve (12) months from the date of commencement of construction.

- 5.3 No home shall be occupied until construction of both the interior and exterior is complete and an Occupancy Permit from the Cowichan Valley Regional District has been issued.
- 5.4 Construction of the driveway, walkways and landscaping shall proceed only in accordance with approved plans and specifications and diligently and continuously until completion thereof, which shall not be later than three (3) months from the date of completion of construction of the cottage. However, if weather conditions do not permit the completion of the driveway, walkways and landscaping within the required three (3) months, this work must start as soon as weather conditions permit and be completed within six (6) months of the completion of construction of the cottage.

6. MUNICIPAL REQUIREMENTS AND SETBACKS

- 6.1 No cottage or other structure shall be constructed unless minimum setbacks for all yards conform within the greater of those established in accordance with Cowichan Valley Regional District.
- 6.2 No cottage or other structure shall be constructed unless limitations on site coverage established in accordance with the Land Use Contract or the by-laws of Cowichan Valley Regional District are complied with.

7. SITE REQUIREMENTS

- 7.1 No lot shall be cleared of existing growth without written approval from the Developer, or its authorized agent as the written and signed proposal of the Owner, except as follows:
- the building envelope and driveway area shall be carefully cleared in accordance with approved plans and specifications to preserve, wherever possible, healthy trees in the front, side and rear yards; and
 - front, side and rear yards shall only be selectively cleared of dangerous trees, underbrush and such other trees so as to create functional yard areas.
- 7.2 When clearing, care should be taken not to fall trees or pile materials on adjacent lots or boulevards. No lot shall be used for storage of cleared trees, underbrush or vegetation (which shall be removed from the development or burned after obtaining any necessary burning permits).
- 7.3 No water from or in any stream, culvert, ditch, pond or collection of water shall be diverted or drained from the place where the same now flows or now is, and no culvert, ditch, stream or water flow shall be interfered with or changed without the consent in writing of the Developer or its authorized agent.

8. LOT GRADING

- 8.1 Except during the construction period for a dwelling on a lot, no lot shall have lot grading or ground conditions that do not comply with the applicable lot grading plan which may be obtained from the Developer or its authorized agent. Purchasers of lots shall consult the lot grading plan to ensure that their house elevations and landscaping conform to the prescribed levels shown on that plan. There shall be a smooth finished grade or ground level transition from lot to lot.
- 8.2 The owner/builder is responsible to ensure that foundation excavations are back filled and that excess soil is removed from the site to a disposal area approved by the Developer, or by its authorized agent, after construction and that landscaping and other site changes do not interrupt the drainage pattern.
- 8.3 Retaining walls shall not exceed 1.2 meters in height above the finished grade, and shall be constructed of materials other than timber, rip-rap, architectural concrete finished in stone or brick or other materials approved by the Developer, or by its authorized agent.
- 8.4 Exposed concrete foundation walls of any dwelling shall not exceed an average of 0.5 meters in height above finished grade.

9. SIZE AND HEIGHT

- 9.1 No cottage shall be constructed having a building footprint of no greater than 102.3 square metres (1,100 square feet) in size and a covered, unenclosed deck area attached to the cabin, not exceeding 30.7 square metres (330 square feet). No deck structure shall extend more than 3.7 metres (12 feet) from the foundation wall.
- 9.2 The Developer wishes to maintain and enhance sight lines from each lot and nearby property as much as possible. The Developer or its authorized agent, reserves the right to approve only plans and specifications that provide for the maximum views for lots located around and behind the Purchasers lot.
- 9.3 No dwelling or other structure shall be built which is not in conformity with the maximum height established in accordance with the Land Use Contract or the by-laws of the Cowichan Valley Regional District.
- 9.4 Some lots may have height restrictions, by way of a registered covenant.

10. EXTERIOR FINISHES

- 10.1 No dwelling shall be constructed unless all exterior finishes thereof are in conformity with specifications approved by the Developer or its authorized agent, who shall, without limitation, apply the following guidelines:

- Roofs – Metal (provide colour sample), cedar/pine shingles or shakes are recommended and encouraged. Terra-cotta or concrete tiles may be approved. Fiberglass roofing or laminate asphalt shingles may be approved if they are of sufficient thickness and quality to have a 5 year warranty and if they are a weathered wood colour to give the appearance of wood shingles. Grey coloured fiberglass roofing or laminated asphalt shingles may be approved if they are complementary to the house colour. Roofs of tar, gravel or duroid will not be approved.
- Walls – Cedar siding is recommended and encouraged. Hardic panel or its equivalent is preferred. Stucco may be approved in conjunction with approved trim and details. Limited vinyl siding may be approved if it has a matte or wood grain finish and some rock or brick facing is included on the front elevation. Approval for vinyl siding may require a different, complementary colour for window, door and corner trim and a horizontal strip at each floor/ceiling level. The Developer, or its authorized agent, may reject finishes that in general, just appear to be a plastic/vinyl. All materials are to have an earthy, natural quality that is sympathetic to the surroundings, environment, building site, location and are conducive to a cottage-like look and feel.
- Chimneys – No exposed metal chimneys or uncovered concrete block chimneys will be approved. Only chimneys faces with siding, stucco or decorative brick or rock will be approved. Hoods to cover exposed metal vents at the top of chimneys are recommended.
- Gas vents – Only vents for gas appliances routed through the attic to exit the cottage through rear roof surfaces farthest away from the Bay will be approved.

11. EXTERIOR COLOUR SCHEME

11.1 No cottage shall be constructed unless all exterior colours thereof are in conformity with specifications approved by the Developer or its authorized agent, who shall, without limitation, apply the following guidelines:

- Subdued, natural colours are recommended. Light colours may be used if there are contrasting darker colours for trim.
- Bright or primary colours may be approved only for contrasting trim.
- The Developer or its authorized agent will consider the colour of existing cottages and cottages under construction when reviewing a submission. Colours similar to those of neighbouring cottages may not be approved.

12. LANDSCAPING AND FENCING

- 12.1 No landscaping shall be installed unless approved by the Developer or its authorized agent.
- 12.2 No Landscaping shall be allowed to materially deteriorate from the standard set in the plan for the Works approved in accordance with the requirements herein.
- 12.3 No trees or natural vegetation shall be removed until after a plan for the Works has been approved as required herein.
- 12.4 All tree removal and tree replacement shall be done in compliance with the Cowichan Valley Regional District tree preservation bylaw and the Developer or its authorized agent may, if it so desires, require the owner/builder to place security in an amount up to \$2,000 to ensure the owner/builder complies with the bylaw.
- 12.5 Side and rear yards, as a minimum requirement, shall be rough graded and cleared of underbrush, small growth, dead or leaning trees and any debris or waste material. Seeding for lawn is encouraged.
- 12.6 Fencing style, structure, material, dimensions and color must be approved by the Developer, or its authorized agent, prior to any lot owner constructing any portion of a fence. In addition the Developer or its authorized agent may choose at its discretion, not to allow a fence in any location and where the Developer, or its authorized agent deems appropriate, may only allow vegetation.
- 12.7 No wire fencing shall be installed or constructed in the front, side or rear yards of any lot, including without limitation, page wire, barbed wire or chain link fencing.
- 12.8 No fence shall be installed that exceeds the maximum height restriction of 5 ft. The Developer or its authorized agent, may provide an exemption to the requirement, providing the Purchaser submits a plan indicating the fence structure, material & dimensions.

13. USAGE

- 13.1 Recreational zoning limits the occupation of the property for recreational use and not as a permanent residence.
- 13.2 No basement, garage or any outbuilding shall be used as a separate residence, either permanently or temporarily.
- 13.3 No shack or cabin shall be erected on any of the lots or be used either temporarily or permanently as a residence.

13.4 No temporary structure shall be erected on any lot or used for any purpose. Construction trailers/R.V./trailers will only be permitted during the construction of the cottage, and must be removed as soon as the cottage is complete.

13.5 No trailer, mobile home, metal structure, camper or motor vehicle of any kind shall be maintained on any of the lots as a residence, either temporarily or permanently.

14. VEHICLES

14.1 Except for licensed passenger automobiles, passenger vans and trucks of not greater than a three-quarter ton capacity, no vehicle or other chattel not primarily for use on the lot, including without limitation, trailers, campers, motor homes, trucks and boats, shall be parked, stored or situated on any lot except in a garage, or in an area on the lot to the side or the rear of the house which is bounded by fencing or vegetation adequate to screen the same from neighbouring lots and common areas.

14.2 No truck in excess of three-quarter ton capacity, or commercial vehicle or machinery of any kind, and in particular logging trucks, bulldozers, backhoes or like conveyances, shall be stored or parked anywhere on any of the lots, except as may be reasonably required during the construction of the Works.

15. GARAGES AND DRIVEWAYS

15.1 Any additional outbuildings, including but not limited to a carport and/or a garage and/or shed must be incorporated into the original designs submitted for approval to the Developer or its authorized agent. Any additional buildings to be constructed after the original lot construction designs has been approved by the Developer, or its authorized agent, will only be approved at the sole discretion of the Developer on a lot to lot basis.

15.2 No driveways or other vehicular access on a lot or to improvements constructed on a lot, shall be constructed unless the materials used consist of asphalt, concrete, interlocking pavers, exposed aggregate or a combination thereof.

15.3 No driveways shall be constructed that do not extend to the lot boundary and the surrounding common area.

16. SIGNAGE

16.1 No billboard sign of any character shall be erected, posted or displayed upon or about any part of any lot, or common area, other than:

- "For Sale" signs not larger than (30") inches by eighteen (18");

- signs showing the Purchaser's name and street address; or
- signs in support of a person seeking elected public office during an election campaign.

17. INSURANCE

- 17.1 Purchasers must provide the Developer, or its authorized agent with proof of Course of Construction insurance prior to commencement of construction on their lot. This Course of Construction insurance must also have Comprehensive General Liability coverage not less than \$2,000,000.00 (two million dollars). If the insurance is taken out by a Builder or a General Contractor that is someone other than the registered lot owner, the lot owner must provide the Developer, or its authorized agent with an Insurance Binder obtained by the Builder or General Contractor not less than \$2,000,000.00 Comprehensive General Liability.
- 17.2 Purchasers upon substantial completion of their building construction must provide the Developer, or its authorized agent with proof of insurance. The building and outbuildings must at all times be insured at least on a named perils basis and for 100% replacement cost. In addition the lot owner must at all times have liability coverage equal to \$2,000,000.00 Canadian Dollars.

18. EXCAVATION/CONSTRUCTION REQUIREMENTS

- 18.1 A Compliance Deposit, in such amount as is established from time to time by Van Isle Waterfront Development Corp., the Developer or its authorized agent may be required. Following the completion of all improvements, including landscaping, the Purchaser must apply to the Developer or its authorized agent for inspection to confirm compliance with the restrictions and guidelines in the Building Scheme. Following approval by the Developer or its authorized agent, the compliance deposit will be returned. The deposit will only be returned to the original Purchaser of the lot and not to subsequent Purchasers of the lot or of the completed home, unless written proof (i.e. Statement of Adjustments) is produced, showing that the new Purchaser has repaid the deposit to the original Purchaser and now has the right to receive the refund. The Developer or its authorized agent may or may not require the Compliance Deposit. If the Purchaser or Purchasers agent repeatedly ignore the Excavation/Construction Requirements at Marble Bay, excavation/construction shall cease until a satisfactory Compliance Deposit is received by Developer or its authorized agent. Only then can excavation/construction resume.
- 18.2 Before any excavation begins, submit the following to the Developer or its authorized agent for approval:
- The name of the contractor/building contractor with proof of registration under the New Home Warranty Program.

- Site plan of their lot prepared by a B.C. Land Surveyor showing the building envelope footprint with setbacks detailed from lot boundaries.
 - Building plan, to scale, showing the layout particulars including building elevations and exterior design.
 - List detailing the exterior products and finishes to be used on the building including exterior paint colors to be used, giving details on but not limited to roofing materials, siding, windows, doors, decking.
- 18.3 The Purchaser must obtain written approval, if required by the CVRD Building Department (copy to the Developer or its authorized agent) from a Geotechnical Engineer for the building envelope location and preparation of the building envelope site.
- 18.4 Any change in the building envelope location, building elevation or exterior design must be approved by the Developer or its authorized agent prior to submission to the CVRD for a building permit.
- 18.5 Upon approval being provided by the Developer on plans and any Geotechnical issues, the Purchaser will submit same to the CVRD Building Department for the issuance of a building permit, a copy of the CVRD building permit is to be provided to the Developer or its authorized agent by the Purchaser. The plans as approved by the Developer or its authorized agent must be the same as those used to obtain the CVRD building permit. Upon the Developers or its authorized agent's receipt of the CVRD building permit, excavation can begin.
- 18.6 All heavy equipment/machinery must arrive on your lot via flatbed. **Do not attempt to move heavy equipment/machinery under its own steam on any roads finished or unfinished. Do not attempt to move machinery on any pathway or though any other lot or on any common area.** This will be strictly enforced. Non-compliance will require a Compliance Deposit or an increase in an existing Compliance Deposit.
- 18.7 Do not remove any materials not limited to soil, fill, rock from common areas, or other lots. This will strictly be enforced. Non-compliance will require a Compliance Deposit or an increase in an existing Compliance Deposit.
- 18.8 Excavation materials, construction debris or organic materials or any material in general may not be placed on any part of the Development common area or any areas on the property to be used for future development without the written consent of the Developer or its authorized agent.
- 18.9 Oils, diesel fuel, transmission fluids and any other excavation/construction spills must be removed at the time of the spill.
- 18.10 If the Purchaser or the Purchasers Agent is unsure of water/sewer/hydro/phone/cable lines, on or around the perimeter of their lot,

check with Developer or its authorized agent before commencing excavation or building.

18.11 The Developer or its authorized agent will provide Purchaser with gate keys upon conveyance of title. It is the responsibility of that Purchaser to provide access for any agents/tradesmen working on their lot and to ensure that **the last person leaving that lot for the day (no matter what day time hour it is) secures/locks all gates that were used to access that site, that day.** The Developer or its authorized agent will not be responsible for theft of any building materials - lot, or property damage. Please return keys at completion.

18.12 The Purchaser must provide copies of this "Excavation/Construction Requirements" to all agents/trades/contractors attending the Purchasers Lot.

Received and acknowledged the _____ of _____ 200__.

Lot # _____

Purchaser(s) Name _____

Signature(s) _____

Received by Van Isle Waterfront Development Corp.

Per: _____

19. GENERAL REQUIREMENTS

19.1 The Purchaser is required to have hydro, telephone & cable lines extended to the nearest conduit, then subsequently pulled to the junction box by their appointed building contractor/electrician.

19.2 Water lines from the building site must exceed the property boundary by a minimum of 3 feet in length.

19.3 Sewer connections must join with the existing sewer outfall located on or about the property boundary.

- 19.4 No improvement or lot shall be allowed to fall into a state of disrepair or become unsightly or untidy. Each of the lots and improvements thereon, and the boulevards in front of the lots, shall be maintained at all times in a neat and attractive state and condition.
- 19.5 No waste or materials of any kind whatsoever shall be stored or accumulated in any exposed area of the lots at any time. No logs shall be stored on the lots at any time, either permanently or temporarily. No cut firewood shall be kept outside of a dwelling unless it is neatly stacked out of view from the street, along the side or rear of the cottage.
- 19.6 No garbage receptacles, incinerator or compost heap shall be kept on any of the lots unless screened from view at all times.
- 19.7 No antenna or satellite receiving dish shall be erected or installed on any lot or on the exterior of any home or improvement except small diameter (61 centimeters or less) satellite dishes, provided they are discreetly mounted or screened from view from the street.
- 19.8 No outdoor clothes lines or poles shall be erected except an umbrella or collapsible type erected so that it is not visible from the street.
- 19.9 No gas or electrical meters shall be installed on the front wall of any cottage.
- 19.10 None of the lots shall be subdivided. The word "subdivided" as used herein refers to a subdivision by deposit of subdivision plan or strata plan or by other means that would result in the creation of additional parcels within the subdivision.
- 19.11 No cottage or other building shall be erected on the said parcel or tract of land unless the Developer approves the location (with respect to existing topography, finished ground elevations and boundaries of the said lot and adjacent lots) of such cottage or building, and the Developer shall have the right to fix the distance at which such dwelling shall be built from the road, and from the lot lines at each side and at the rear of such cottage, and the approval in writing to the location of such cottage shall be obtained from the Developer who shall have the full right and power to fix such distances as it deems desirable.
- 19.12 The Developer in its absolute discretion from time to time shall have the right by any deed or deeds to waive or vary or release any of the aforesaid restrictions in respect of any unsold strata lots free from any of the said restrictions and either subject or not subject to any different restrictions; PROVIDED FURTHER nevertheless that the power hereby granted shall not be exercised to create a radical alteration in the scheme of development comprised in the aforesaid restrictions and that any purported exercise of the said power contrary to this proviso shall be void.
- 19.13 Wherever and whenever the approval or consent of the Developer is required to be obtained, such approval or consent may be given by such officer, agent, committee, person or persons as may from time to time be nominated or

appointed in writing by the Developer and such appointees or nominees shall have the right to withhold approval of or their consent to and may reject any matter or thing submitted for approval or consent.

20. EXEMPTION AND LIABILITY

20.1 Any consents or approvals required pursuant to the foregoing restrictions shall be obtained in writing from the Developer or its authorized agents as may be appointed in writing by the Developer from time to time.

20.2 The Developer or its authorized agent shall have the right in their absolute discretion, to modify, waive, relax, vary or release any of the aforesaid restrictions to any of the lots and to exempt any of the lots remaining unsold from any of the aforesaid restrictions including in any such case restrictions which may become binding on the Developer, or its authorized agent provided however, the owners from time to time of any lot exempted from the restrictions hereby created or any of them shall not be entitled to enforce the restrictions in respect of which such lot has been exempted, for their own benefit. Any such modification, waiver, relaxation, variation or release by the Developer, or its authorized agent shall be in writing.

20.3 If the Developer shall fail or refuse to deal with any request for approval hereunder within thirty (30) days of the same being made to it, then the person requesting approval may provide a written thirty (30) day notice to the Developer, which notice specifies:

- that the Developer has failed or refused to deal with a request for approval under this Building Scheme within thirty (30) days;
- the particulars of the request for approval under this Building Scheme which the Developer has failed or refused to deal with;
- an address within British Columbia for responding to the notice; and
- that the improvement, action or matter in respect of which the approval was sought will proceed without such approval if the Developer fails to respond to it within the thirty (30) days notice period;

and if the Developer fails or refuses to respond to the request for approval within thirty (30) days of delivery of such notice then the need for the approval being sought shall lapse and the improvement, action or matter in respect of which the approval was sought may proceed in accordance with the Land Use Contract, the by-laws of the Cowichan Valley Regional District and any other applicable provisions of this Building Scheme.

20.4 The Developer reserves the right to designate another entity whose membership includes owners of the lots within the Building Scheme to take its place under this Building Scheme. Such designation shall be made in writing.

21. EXPIRATION

The rights, powers or obligations of the Developer, unless transferred to its authorized agent, under this Building Scheme, shall expire and be at the end of the earlier of the sale of the last Lots, or 10 years from the registration hereof in the Land Titles Registry.

END OF DOCUMENT

EX044098

22 APR 2005 14 53

EX051857 ¹⁰ EX051847 ³¹ EX044097 ³¹

LAND TITLE ACT
FORM C

(Section 219.81)

Province of British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

PAGE 1 of 9 pages

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

W. DALE MURRAY, PEARLMAN LINDHOLM,
201 - 19 Dallas Road, Victoria, BC V8V 5A6
Telephone No. (250) 388-4433
File No. 00-1203/WDM/lc

BURNS SERVICES


Signature of Solicitor or his Agent

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

(PID)

(LEGAL DESCRIPTION)

Strata Lots 1-12, Block 180, Cowichan Lake District,
Plan VIS 5772.

20's
+ 11c's

3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT REFERENCE

PERSON ENTITLED TO INTEREST

Easement and Priority Agreements over

Entire Instrument

Transferee

Mortgage No. EV141243, Assignment
of Rents No. EV141244, Mortgage No. EV141245
and Assignment of Rents No. EV141246

01 05/04/22 14:54:07 01 VI 629472
CHARGE \$129.50

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

(a) Filed Standard Charge Terms

D.F. No.

01 05/05/09 11:19:55 01 VI 632694
CHARGE \$712.25

(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):* VAN ISLE WATERFRONT DEVELOPMENT CORP., Inc. No. 222889, GULF AND FRASER FISHERMEN'S CREDIT UNION, Reg. No. F1 95, and COOPER PACIFIC II MORTGAGE INVESTMENT CORPORATION, Inc. No. 646002

6. TRANSFEREE(S): (including postal address(es) and postal code(s))*

VAN ISLE WATERFRONT DEVELOPMENT CORP., Inc. No. 222889, c/o 1669 Cedar Avenue, Victoria, BC V8P 1X1


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

Party(ies) Signature(s)


WILLIAM DALE MURRAY
#201 - 19 DALLAS ROAD
VICTORIA, BC V8V 5A6
SOLICITOR
PHONE: (250) 388-4433

Y	M	D
05	02	15

VAN ISLE WATERFRONT DEVELOPMENT CORP. by its authorized signatory(ies):

Per: 
PRINT NAME:

Per: (Richard Bourque)
PRINT NAME:

OFFICER CERTIFICATION:


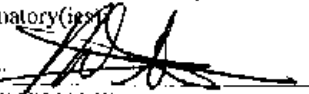
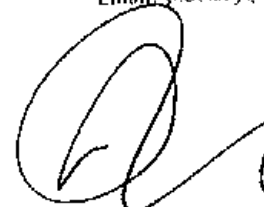
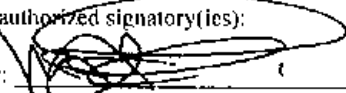
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

* 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			Transferor's Signature(s)
	Y	M	D	
 PATRICK J. DELSEY <i>Barrister & Solicitor</i> 1220 - 1175 Douglas Street Victoria BC V8W 2E1 Tel: (250) 412-0531 Fax: (250) 412-0535 Email: p.delsey@pjdlawcorp.com	05	02	15	GULF AND FRASER FISHERMEN'S CREDIT UNION by its authorized signatory(ies):  Per: _____ PRINT NAME: M. T. ANDERSEN Per: _____ PRINT NAME: _____
 PATRICK J. DELSEY <i>Barrister & Solicitor</i> 1220 - 1175 Douglas Street Victoria BC V8W 2E1 Tel: (250) 412-0531 Fax: (250) 412-0535 Email: p.delsey@pjdlawcorp.com	05	02	15	COOPER PACIFIC II MORTGAGE INVESTMENT CORPORATION by its authorized signatory(ies):  Per: _____ PRINT NAME: M. COOPER Per: _____ PRINT NAME: _____

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.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

** If space insufficient, continue executions on additional page(s) in Form D.

EASEMENT- PART 2 - EXPRESS CHARGE TERMS**EASEMENT**

THIS AGREEMENT made the _____ day of _____, 2005

BETWEEN:

VAN ISLE WATERFRONT DEVELOPMENT CORP.
(Incorporation No. 222889), c/o 1669 Cedar Avenue,
Victoria, BC V8P 1X1

(hereinafter called the "**Grantor**")

OF THE FIRST PART

AND:

VAN ISLE WATERFRONT DEVELOPMENT CORP.
(Incorporation No. 222889), c/o 1669 Cedar Avenue,
Victoria, BC V8P 1X1

(hereinafter called the "**Grantee**")

OF THE SECOND PART

WHEREAS:

- A. The Grantor is the registered owner of those lands and premises situate in the Nanaimo/Cowichan Assessment District, in the Province of British Columbia, described as:

LOT 1 to 12, BLOCK 180, COWICHAN LAKE DISTRICT,
PLAN VIS 5772

(hereinafter called the "**Grantor's Lands**")

B. The Grantee is the registered owner of those lands and premises situate in the Nanaimo/Cowichan Assessment District, in the Province of British Columbia, described as:

LOT 1 to 12, BLOCK 180, COWICHAN LAKE DISTRICT,
PLAN VIS 5772
(hereinafter called the "**Grantee's Lands**")

C. In conjunction with the aforesaid strata plan, it is the intention of the Grantor to grant and register an easement over each of the twelve strata lots, each for the benefit of the other, for the construction, installation and maintenance of utilities to service the strata lots.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration, the receipt of which is hereby acknowledged by the Grantor, the Grantor, for itself, its successors and assigns, doth grant and convey unto itself as the Grantee, and each unto the other, its successors and assigns, in perpetuity, an Easement over the Grantor's Land for the passage of all utilities, including but not specifically limited to water, electric power, telephone, cablevision, sewerage, and drainage over, under, and through the Grantor's Land, as follows:

- EX 44097
- (a) The Grantor in its capacity as the registered owner of Strata Lot 1 of the Grantor's Land, for itself, its successors and assigns, grants unto the Grantee, in its capacity as the registered owner of Strata Lots 2 to 12 of the Grantee's Land, its successors and assigns, and to such other persons as the Grantee in its capacity as the registered owner of the said Strata Lots 2 to 12, its successors and assigns, may from time to time permit, an Easement over the said Strata Lot 1 of the Grantor's Land for the purposes aforesaid.

EX 51847

(b) The Grantor in its capacity as the registered owner of Strata Lot 2 of the Grantor's Land, for itself, its successors and assigns, grants unto the Grantee, in its capacity as the registered owner of Strata Lots 1 and 3 to 12 of the Grantee's Land, its successors and assigns, and to such other persons as the Grantee in its capacity as the registered owner of the said Strata Lots 1 and 3 to 12, its successors and assigns, may from time to time permit, an Easement over the said Strata Lot 2 of the Grantor's Land for the purposes aforesaid.

EX 51848

(c) The Grantor in its capacity as the registered owner of Strata Lot 3 of the Grantor's Land, for itself, its successors and assigns, grants unto the Grantee, in its capacity as the registered owner of Strata Lots 1 and 2 and 4 to 12 of the Grantee's Land, its successors and assigns, and to such other persons as the Grantee in its capacity as the registered owner of the said Strata Lots 1 and 2 and 4 to 12, its successors and assigns, may from time to time permit, an Easement over the said Strata Lot 3 of the Grantor's Land for the purposes aforesaid.

EX 51849

(d) The Grantor in its capacity as the registered owner of Strata Lot 4 of the Grantor's Land, for itself, its successors and assigns, grants unto the Grantee, in its capacity as the registered owner of Strata Lots 1 to 3 and 5 to 12 of the Grantee's Land, its successors and assigns, and to such other persons as the Grantee in its capacity as the registered owner of the said Strata Lots 1 to 3 and 5 to 12, its successors and assigns, may from time to time permit, an Easement over the said Strata Lot 4 of the Grantor's Land for the purposes aforesaid.

EX 51850

(e) The Grantor in its capacity as the registered owner of Strata Lot 5 of the Grantor's Land, for itself, its successors and assigns, grants unto the Grantee, in its capacity as the registered owner of Strata Lots 1 to 4 and 6 to 12 of the Grantee's Land, its successors and assigns, and to such other persons as the Grantee in its capacity as the registered owner of the said Strata Lots 1 to 4 and 6 to 12, its successors and

assigns, may from time to time permit, an Easement over the said Strata Lot 5 of the Grantor's Land for the purposes aforesaid.

- EX51851
- (f) The Grantor in its capacity as the registered owner of Strata Lot 6 of the Grantor's Land, for itself, its successors and assigns, grants unto the Grantee, in its capacity as the registered owner of Strata Lots 1 to 5 and 7 to 12 of the Grantee's Land, its successors and assigns, and to such other persons as the Grantee in its capacity as the registered owner of the said Strata Lots 1 to 5 and 7 to 12, its successors and assigns, may from time to time permit, an Easement over the said Strata Lot 6 of the Grantor's Land for the purposes aforesaid.

- EX51852
- (g) The Grantor in its capacity as the registered owner of Strata Lot 7 of the Grantor's Land, for itself, its successors and assigns, grants unto the Grantee, in its capacity as the registered owner of Strata Lots 1 to 6 and 8 to 12 of the Grantee's Land, its successors and assigns, and to such other persons as the Grantee in its capacity as the registered owner of the said Strata Lots 1 to 6 and 8 to 12, its successors and assigns, may from time to time permit, an Easement over the said Strata Lot 7 of the Grantor's Land for the purposes aforesaid.

- EX51853
- (h) The Grantor in its capacity as the registered owner of Strata Lot 8 of the Grantor's Land, for itself, its successors and assigns, grants unto the Grantee, in its capacity as the registered owner of Strata Lots 1 to 7 and 9 to 12 of the Grantee's Land, its successors and assigns, and to such other persons as the Grantee in its capacity as the registered owner of the said Strata Lots 1 to 7 and 9 to 12, its successors and assigns, may from time to time permit, an Easement over the said Strata Lot 8 of the Grantor's Land for the purposes aforesaid.

- EX51854
- (i) The Grantor in its capacity as the registered owner of Strata Lot 9 of the Grantor's Land, for itself, its successors and assigns, grants unto the Grantee, in its capacity as the registered owner of Strata Lots 1 to 8 and 10 to 12 of the Grantee's Land,

its successors and assigns, and to such other persons as the Grantee in its capacity as the registered owner of the said Strata Lots 1 to 8 and 10 to 12, its successors and assigns, may from time to time permit, an Easement over the said Strata Lot 9 of the Grantor's Land for the purposes aforesaid.

- EX51855
- (j) The Grantor in its capacity as the registered owner of Strata Lot 10 of the Grantor's Land, for itself, its successors and assigns, grants unto the Grantee, in its capacity as the registered owner of Strata Lots 1 to 9 and 11 to 12 of the Grantee's Land, its successors and assigns, and to such other persons as the Grantee in its capacity as the registered owner of the said Strata Lots 1 to 9 and 11 to 12, its successors and assigns, may from time to time permit, an Easement over the said Strata Lot 10 of the Grantor's Land for the purposes aforesaid.

- EX51856
- (k) The Grantor in its capacity as the registered owner of Strata Lot 11 of the Grantor's Land, for itself, its successors and assigns, grants unto the Grantee, in its capacity as the registered owner of Strata Lots 1 to 10 and 12 of the Grantee's Land, its successors and assigns, and to such other persons as the Grantee in its capacity as the registered owner of the said Strata Lots 1 to 10 and 12, its successors and assigns, may from time to time permit, an Easement over the said Strata Lot 11 of the Grantor's Land for the purposes aforesaid.

- EX51857
- (l) The Grantor in its capacity as the registered owner of Strata Lot 12 of the Grantor's Land, for itself, its successors and assigns, grants unto the Grantee, in its capacity as the registered owner of Strata Lots 1 to 11 of the Grantee's Land, its successors and assigns, and to such other persons as the Grantee in its capacity as the registered owner of the said Strata Lots 1 to 11, its successors and assigns, may from time to time permit, an Easement over the said Strata Lot 12 of the Grantor's Land for the purposes aforesaid.

The benefit of the Easement granted herein shall be appurtenant to the Grantee's Land aforesaid, and the burden of the Easement shall attach to and charge the Grantor's Land aforesaid.

AND for the purposes aforesaid, the Grantee, its agents and employees, shall have the full, free and unrestricted right and liberty to enter upon the Grantor's Land with or without vehicles and equipment, for the purpose of constructing, inspecting, installing, maintaining, repairing, and renewing any of the utilities constructed or located on the Grantor's Land.

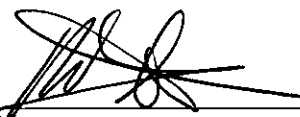
IT IS MUTUALLY UNDERSTOOD AND AGREED by and between the parties hereto that the covenants herein contained shall be covenants running with the Land and that none of the covenants herein contained shall be personal or binding upon the parties hereto, save and except during the Grantor's seisin or ownership of any interest in the Easement and with respect only to that portion of the Easement of which the Grantor shall be seized or in which it shall have an interest, but that the Land shall, nevertheless, be and remain at all times charged therewith.

THIS AGREEMENT shall enure to the benefit of, and shall be binding upon the parties hereto and their respective successors, assigns, invitees and licensees in perpetuity forever.

CONSENT TO PRIORITY

GULF AND FRASER FISHERMEN'S CREDIT UNION hereby consents to the registration of the Easement granted herein in priority to Mortgage No. EV141243 and Assignment of Rents No. EV141244.

GULF AND FRASER FISHERMEN'S CREDIT UNION by its authorized Signatory(ies):


Per: 
Print Name: M.T. ANDERSEN

Per: _____
Print Name: _____

CONSENT TO PRIORITY

COOPER PACIFIC II MORTGAGE INVESTMENT CORPORATION hereby consents to the registration of the Easement granted herein in priority to Mortgage No. EV141245 and Assignment of Rents No. EV141246.

COOPER PACIFIC II MORTGAGE INVESTMENT CORPORATION by its authorized Signatory(ies):

Per: 
Print Name: M COOPER

Per: _____
Print Name: _____

END OF DOCUMENT

BARELAND STRATA PLAN OF PART OF LOT 1, BLOCK 180, COWICHAN LAKE DISTRICT, PLAN VIP18710.

STRATA PLAN VIS5772

PHASE ONE

Deposited and registered in the Land Title Office
at Victoria, B.C. this 22nd day of April, 2004.

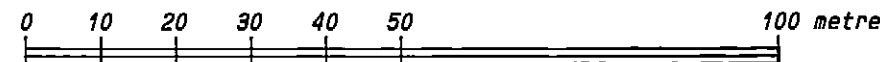
[Signature]
Registrar EX44080 DB

Approved as to Phase 1 of a B Phase Strata Plan under section
224 of the Strata Property Act.
Dated this 16 day of MARCH, 2004.

Approving Officer for the Ministry of Transportation.

This Plan lies within the Cowichan Valley Regional District
and the Nanaimo/Cowichan Assessment Area.

Scale = 1:1000



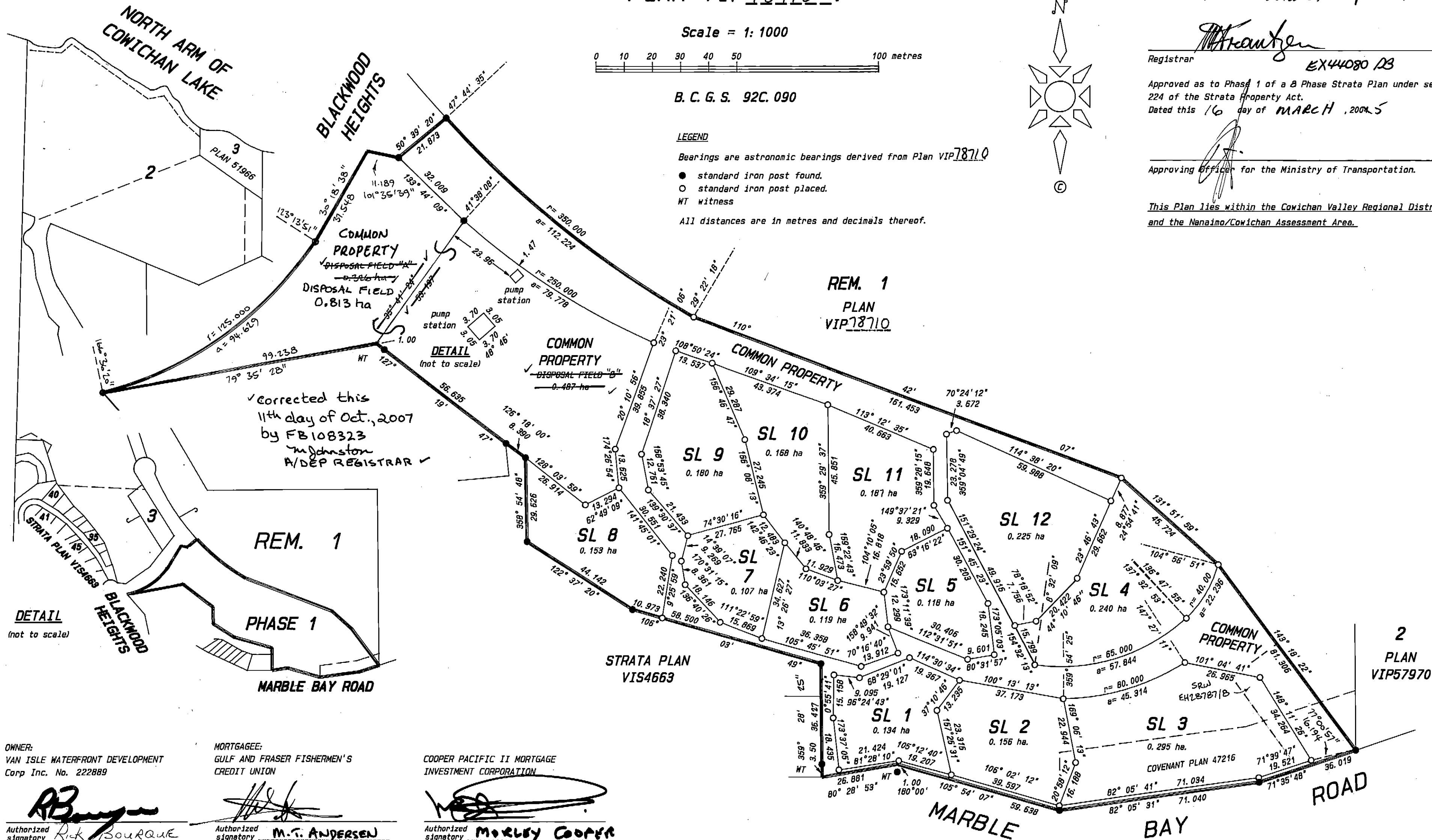
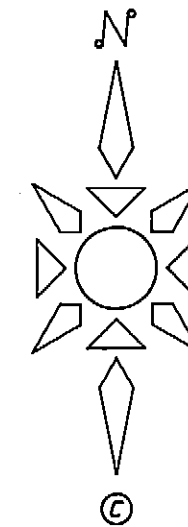
B. C. G. S. 92C.090

LEGEND

Bearings are astronomic bearings derived from Plan VIP18710

- standard iron post found.
- standard iron post placed.
- WT witness

All distances are in metres and decimals thereof.



OWNER:
VAN ISLE WATERFRONT DEVELOPMENT
Corp Inc. No. 222889

MORTGAGEE:
GULF AND FRASER FISHERMEN'S
CREDIT UNION

COOPER PACIFIC II MORTGAGE
INVESTMENT CORPORATION

[Signature]
Authorized signatory **Rick Bourque**

[Signature]
Authorized signatory **M.T. Andersen**

[Signature]
Authorized signatory **Morley Cooper**

Authorized signatory

Authorized signatory

Authorized signatory

[Signature]
Witness as to signatures **W.D. Murray**

[Signature]
Witness as to signatures **Mark Foster**

[Signature]
Witness as to signatures

LAWYER
Occupation
201-19 Dallas Road
Address Victoria, BC V8V-SA6

Occupation
Address

Inacy Chaulish
OFFICE CO-ORDINATOR
Occupation
321 BRUGHTON ST
Address **VICTORIA BC**

THE ADDRESS FOR SERVICE OF DOCUMENTS ON

The Owners: Strata Plan
THE STRATA CORPORATION IS:
Pearlman & Lindholm
201-19 Dallas Road
Victoria, BC, V8V-SA6

CIVIC ADDRESS:
Marble Bay Road
Lake Cowichan, BC

BOWERS & ASSOCIATES
2856 CASWELL STREET,
CHEMAINUS, B.C., V0R 1K3
PHONE/FAX: 246-4928
File: 1012

I, Philip J. Bowers, a British Columbia Land Surveyor of the
Town of Chemainus, 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
field survey was completed on the 14th day of Oct
2004. The plan was completed and checked, and the checklist
filed under ECP11359, on the 14th day of Oct, 2004.

[Signature]
Philip J. Bowers
B.C.L.S.

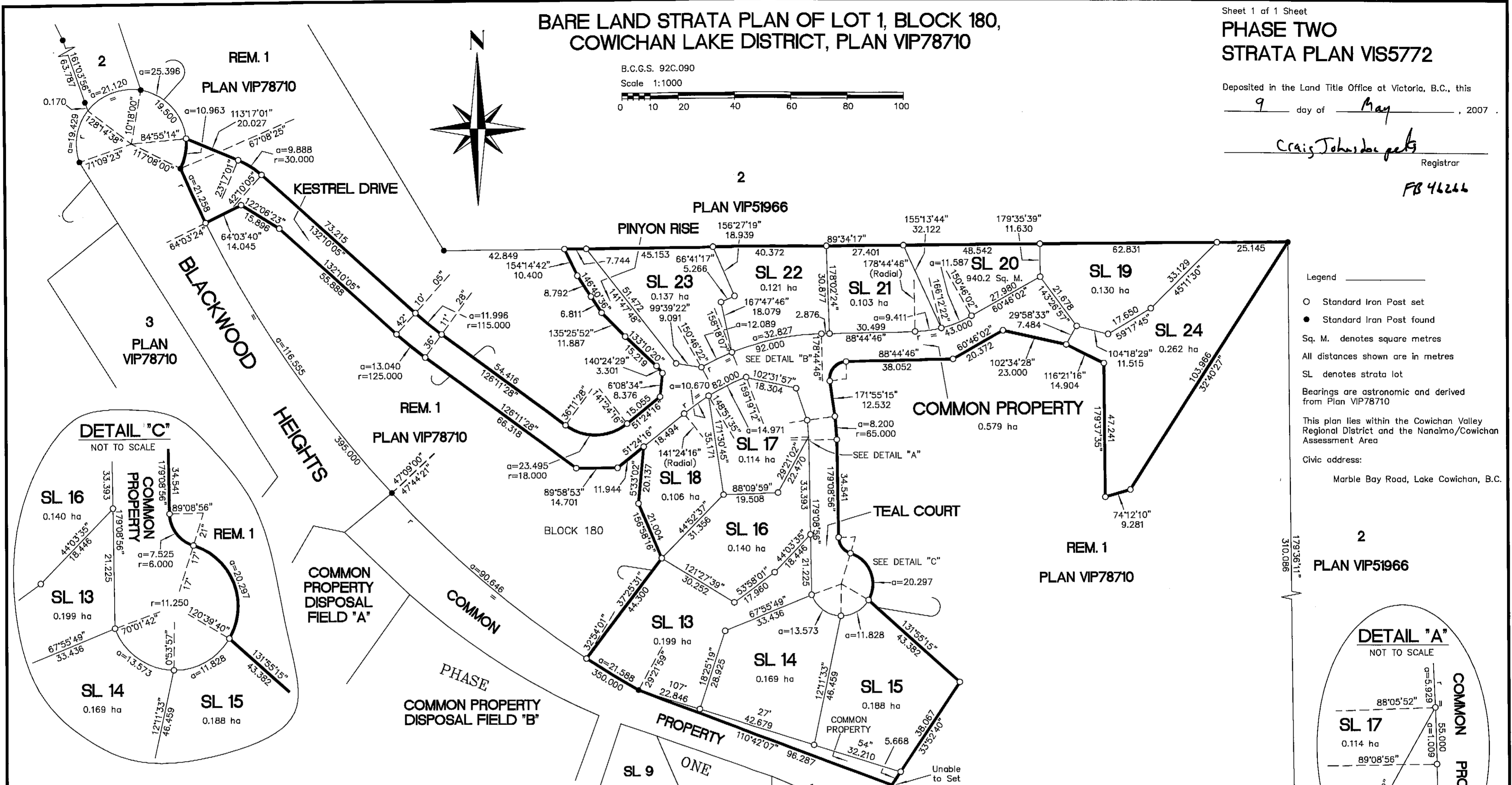
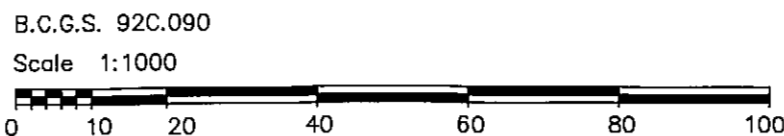
BARE LAND STRATA PLAN OF LOT 1, BLOCK 180, COWICHAN LAKE DISTRICT, PLAN VIP78710

Sheet 1 of 1 Sheet PHASE TWO STRATA PLAN VIS5772

Deposited in the Land Title Office at Victoria, B.C., this
9 day of May, 2007.

Craig Johnson
Registrar

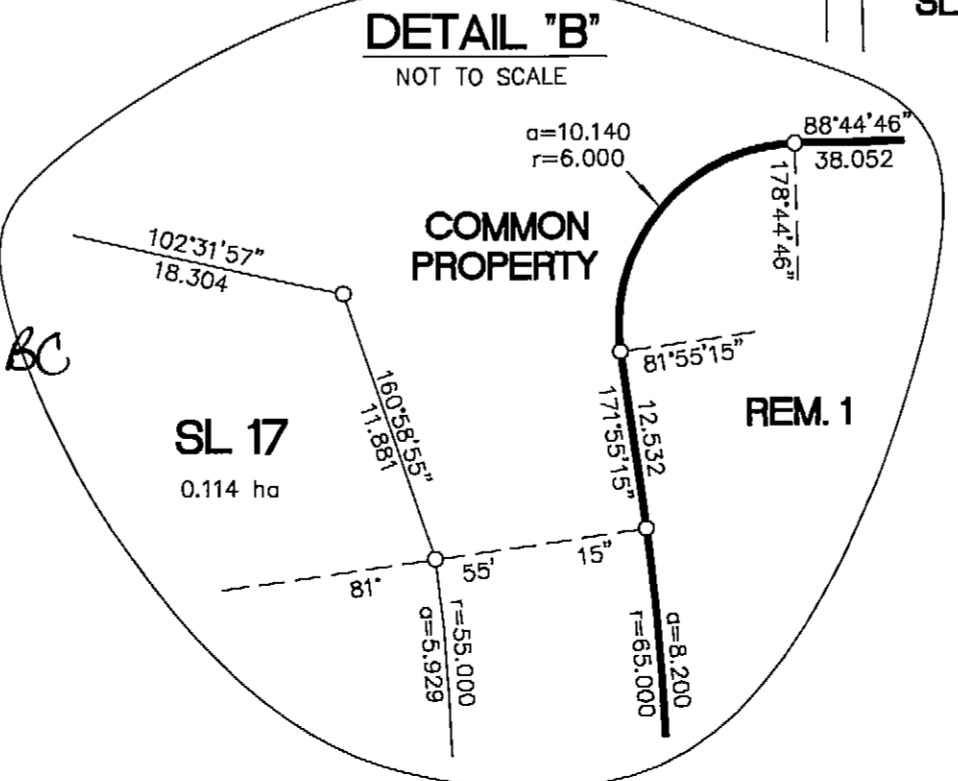
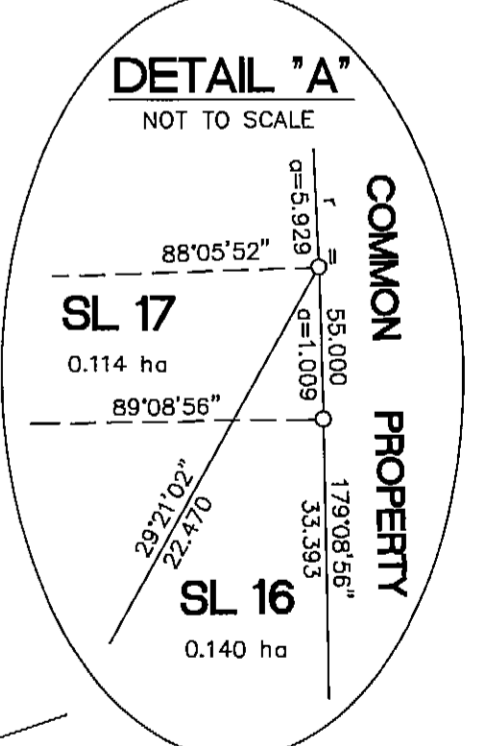
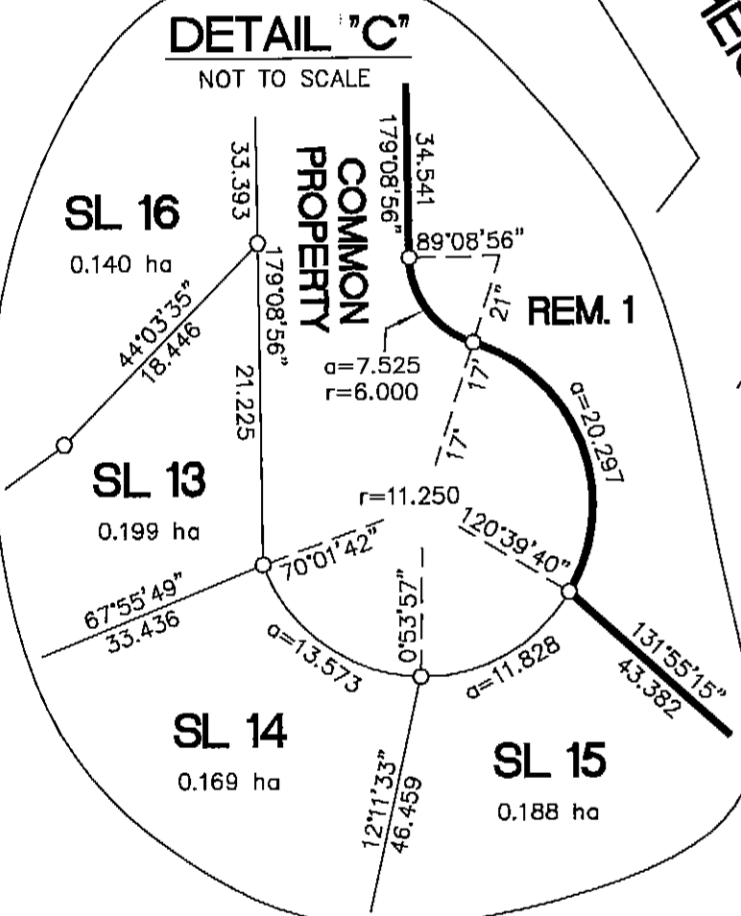
FB 46266



Legend

- Standard Iron Post set
- Standard Iron Post found

Sq. M. denotes square metres
All distances shown are in metres
SL denotes strata lot
Bearings are astronomic and derived from Plan VIP78710
This plan lies within the Cowichan Valley Regional District and the Nanaimo/Cowichan Assessment Area
Civic address:
Marble Bay Road, Lake Cowichan, B.C.



Mortgagee: GULF AND FRASER FISHERMAN'S CREDIT UNION
Juliana Yong
Authorized Signatory
Gary Koen
Authorized Signatory
Witness: *Beigen*
Address: 1971 Westminster Hwy Richmond BC
Occupation: LOANS CLERK

Mortgagee: COOPER PACIFIC II MORTGAGE INVESTMENT CORPORATION INCORPORATION NO. 0646002
[Signature]
Authorized Signatory
Witness: *Paula*
Address: 221 Broughton St. Vic. BC
Occupation: Receptionist

Owner: VAN ISLE WATERFRONT DEVELOPMENT CORP., INC. NO. 222889
Rick Bourque
Authorized Signatory

I, Douglas W. Holme, a British Columbia Land Surveyor, of Victoria, in British Columbia, certify that I was present at and personally superintended the survey as represented by this plan and that the survey and plan are correct. The field survey was completed on the

1st day of March, 2007.

The plan was completed and checked, and the checklist filed under # 61384, on the

2nd day of March, 2007.

Witness: *U.D. Murray*
Address: 201-19 Dallas Road Victoria, BC, V8V 5A6
Occupation: Lawyer

Doug Holme
B.C.L.S.

Approved as Phase 2 of a 16 Phase Strata Plan under Section 224 of the Strata Property Act, this
3 day of MAY, 2007.
Approving Officer, The Ministry of Transportation

J.E. ANDERSON & ASSOCIATES
B.C. Land Surveyors - Consulting Engineers
Victoria, Nanaimo and Parksville, B.C. phone 727-2214
File: 24000
Z:\DWH\JOB\2006\24000.DWG (STRATA PHASE 2)

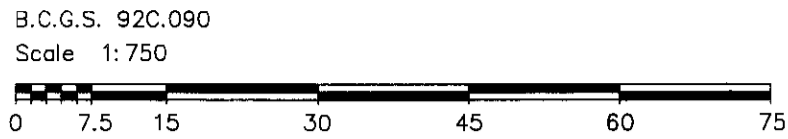
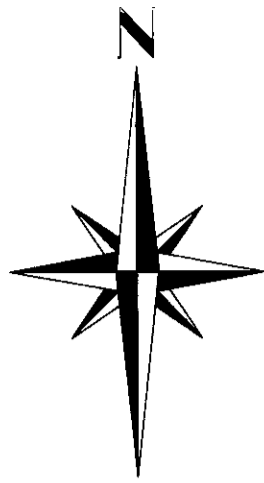
20402

BARE LAND STRATA PLAN OF LOT 1, BLOCK 180, COWICHAN LAKE DISTRICT, PLAN VIP78710

PHASE THREE STRATA PLAN VIS5772

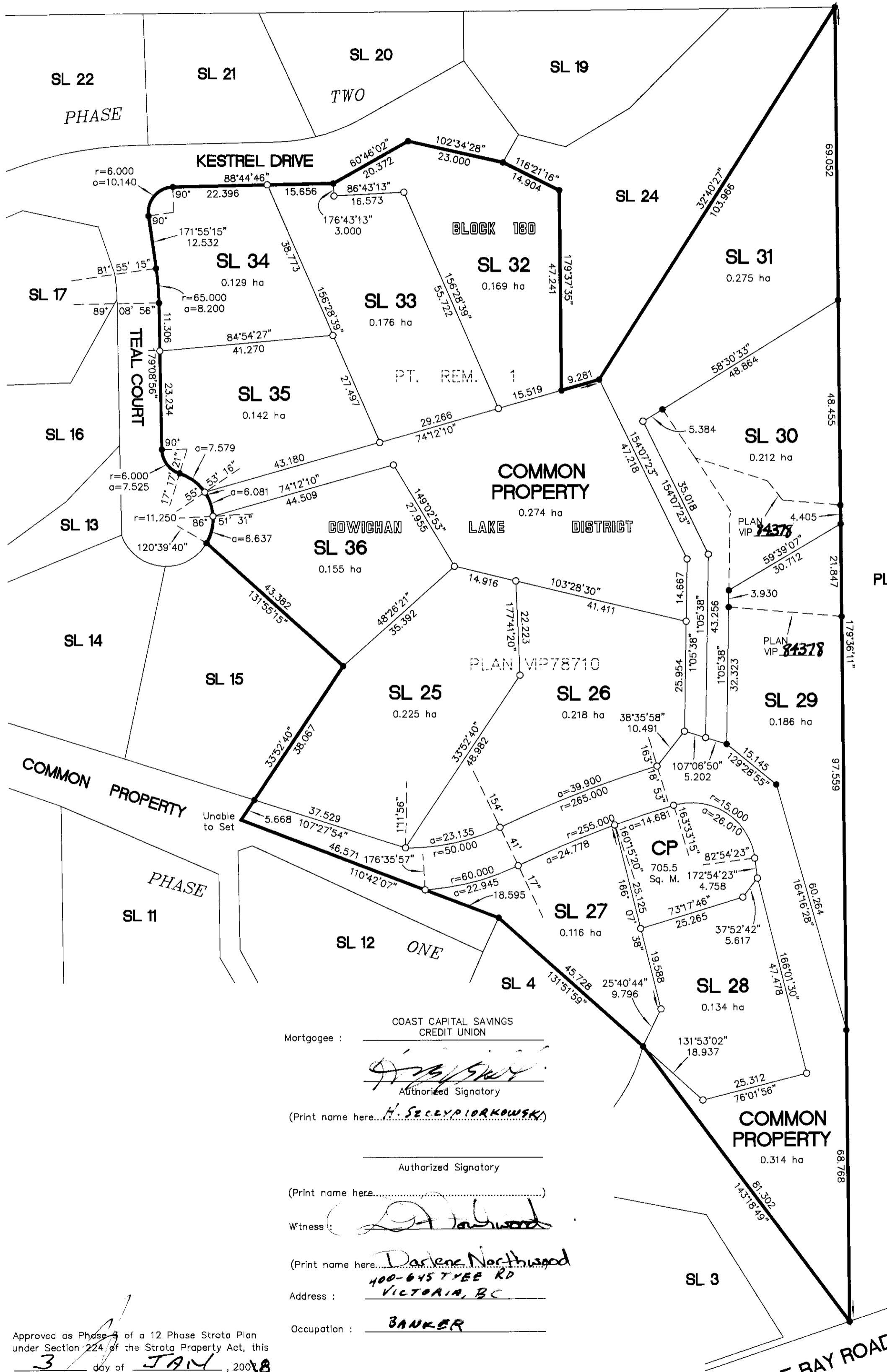
Deposited in the Land Title Office at Victoria, B.C., this 14th day of January, 2008.
C. Johnston per CB
Registrar

FB136690



2
PLAN VIP51966

Legend
○ Standard Iron Post set
● Standard Iron Post found
Sq. M. denotes square metres
All distances shown are in metres
SL denotes strata lot
CP denotes common property
Bearings are astronomic and derived from Plan VIP78710
This plan lies within the Cowichan Valley Regional District and the Nanaimo/Cowichan Assessment Area
Civic address:
Marble Bay Road, Lake Cowichan, B.C.



2
PLAN VIP51966

Owner : VAN ISLE WATERFRONT DEVELOPMENT CORP., INC. NO. 222889
Authorized Signatory: [Signature]
(Print name here...Richard Bourque...)
Authorized Signatory: _____
(Print name here...)
Witness : [Signature]
(Print name here...W. D. Murray...)
Address : 201-19 Dallas Rd, Victoria, BC
Occupation : Lawyer

Mortgagee : COAST CAPITAL SAVINGS CREDIT UNION
Authorized Signatory: [Signature]
(Print name here...H. SECEVIOBKOWSKI...)
Authorized Signatory: _____
(Print name here...)
Witness : [Signature]
(Print name here...Darlene Northwood...)
Address : 400-645 TYEE RD VICTORIA, BC
Occupation : Banker

Approved as Phase 3 of a 12 Phase Strata Plan under Section 224 of the Strata Property Act, this 3 day of JAN, 2008

Approving Officer, The Ministry of Transportation

J.E. ANDERSON & ASSOCIATES
B.C. Land Surveyors - Consulting Engineers
Victoria, Nanaimo and Parksville, B.C. phone 727-2214
File: 24000
Z:\DWH\JOBS2006\24000.DWG (STRATA PHASE 3-1)

I, Douglas W. Holme, a British Columbia Land Surveyor, of Victoria, in British Columbia, certify that I was present at and personally supervised the survey as represented by this plan and that the survey and plan are correct. The field survey was completed on the 2nd day of November, 2007.
The plan was completed and checked, and the checklist filed under # 72951, on the 7th day of November, 2007.

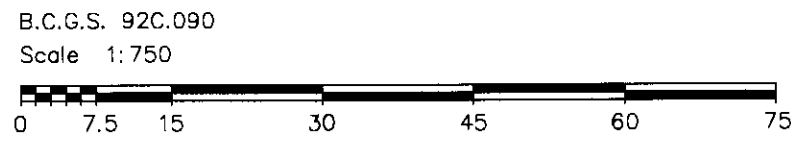
[Signature]
B.C.L.S.

2008

original

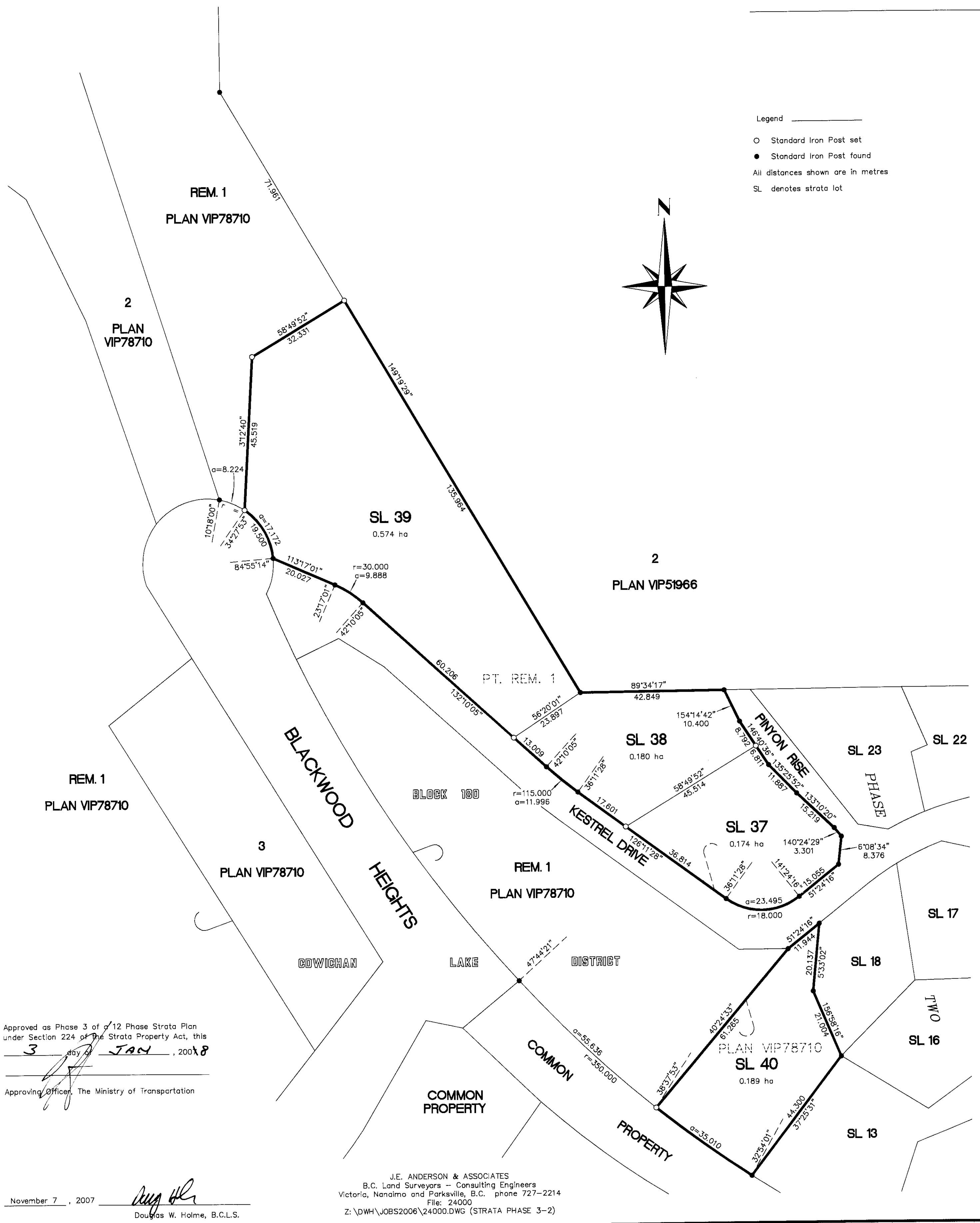
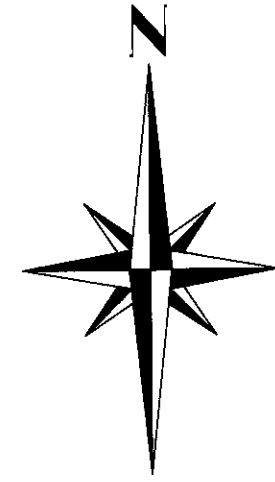
BARE LAND STRATA PLAN OF LOT 1, BLOCK 180, COWICHAN LAKE DISTRICT, PLAN VIP78710

Sheet 2 of 2 Sheets PHASE THREE STRATA PLAN VIS5772



Deposited in the Land Title Office at Victoria, B.C., this _____ day of _____, 2007.

- Legend
- Standard Iron Post set
 - Standard Iron Post found
- All distances shown are in metres
SL denotes strata lot



Approved as Phase 3 of a 12 Phase Strata Plan under Section 224 of the Strata Property Act, this 3 day of JAN, 2008

Approving Officer, The Ministry of Transportation

November 7, 2007

Douglas W. Holme, B.C.L.S.

J.E. ANDERSON & ASSOCIATES
B.C. Land Surveyors - Consulting Engineers
Victoria, Nanaimo and Parksville, B.C. phone 727-2214
File: 24000
Z: \DWH\JOBS2006\24000.DWG (STRATA PHASE 3-2)

20409

BARE LAND STRATA PLAN OF LOT 1, BLOCK 180, COWICHAN LAKE DISTRICT, PLAN VIP78710

BCGS 92C.090

Scale 1:750

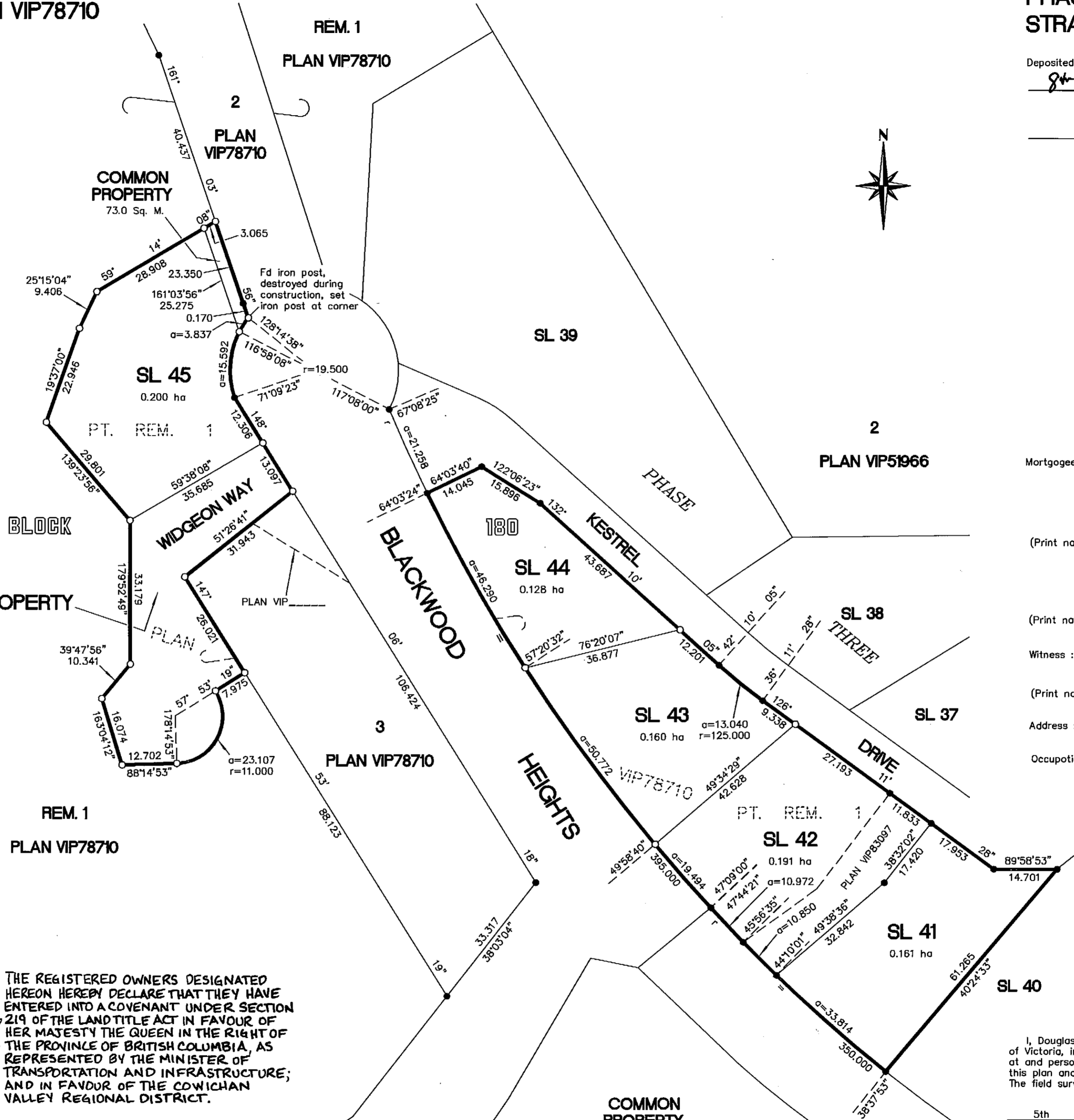


- Legend
- Standard Iron Post set
 - Standard Iron Post found
 - Sq. M. denotes square metres
 - All distances shown are in metres
 - SL denotes strata lot
 - CP denotes common property

Bearings are astronomic and derived from Plan VIP78710

This plan lies within the Cowichan Valley Regional District and the Nanaimo/Cowichan Assessment Area

Civic address: Marble Bay Road, Lake Cowichan, B.C.



PHASE FOUR STRATA PLAN VIS5772

Deposited in the Land Title Office at Victoria, B.C., this 8th day of October, 2008

C. Johnston per CB Registrar

FB218694

Owner: VAN ISLE WATERFRONT DEVELOPMENT CORP., INC. NO. 222889

R. Bourque
Authorized Signatory

(Print name here...Richard Bourque...)

Authorized Signatory

(Print name here.....)

Witness: *W. Dale Murray*

(Print name here...W. Dale Murray...)

Address: 201-19 Dallas Road, Victoria, BC V8V 5A6

Occupation: LAWYER

THE REGISTERED OWNERS DESIGNATED HEREON HEREPN DECLARE THAT THEY HAVE ENTERED INTO A COVENANT UNDER SECTION 219 OF THE LAND TITLE ACT IN FAVOUR OF HER MAJESTY THE QUEEN IN THE RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, AS REPRESENTED BY THE MINISTER OF TRANSPORTATION AND INFRASTRUCTURE; AND IN FAVOUR OF THE COWICHAN VALLEY REGIONAL DISTRICT.

Mortgagee: COAST CAPITAL SAVINGS CREDIT UNION

[Signature]
Authorized Signatory

(Print name here...Doug D...)

Authorized Signatory

(Print name here.....)

Witness: *[Signature]*

(Print name here...Cecilia Schmie...)

Address: 645 Tye #400

Occupation: Admin Officer

I, Douglas W. Holme, a British Columbia Land Surveyor, of Victoria, in British Columbia, certify that I was present at and personally superintending the survey as represented by this plan and that the survey and plan are correct. The field survey was completed on the

5th day of September, 2008

The plan was completed and checked, and the checklist filed under # 86402, on the

5th day of September, 2008

Doug Holme
B.C.L.S.

J.E. ANDERSON & ASSOCIATES
B.C. Land Surveyors - Consulting Engineers
Victoria, Nanaimo and Parksville, B.C. phone 727-2214
File: 24000
Z:\DWH\JOBS2006\24000.DWG (STRATA PHASE 4)

Approved as Phase 4 of a 10 Phase Strata Plan under Section 224 of the Strata Property Act, this 2 day of OCTOBER, 2008

R. Wyle
Approving Officer, The Ministry of Transportation and Infrastructure

20402

BARE LAND STRATA PLAN OF LOT 1, BLOCK 180, COWICHAN LAKE DISTRICT, PLAN VIP78710

BCGS 92C.090

Scale 1:750



Legend

- Standard Iron Post set
 - Standard Iron Post found
- All distances shown are in metres
SL denotes strata lot

Bearings are astronomic and derived from Plan VIP78710

This plan lies within the Cowichan Valley Regional District and the Nanaimo/Cowichan Assessment Area

Civic address:
Marble Bay Road, Lake Cowichan, B.C.

THE REGISTERED OWNERS DESIGNATED HEREON HEREBY DECLARE THAT THEY HAVE ENTERED INTO A COVENANT UNDER SECTION 219 OF THE LAND TITLE ACT IN FAVOUR OF HER MAJESTY THE QUEEN IN THE RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, AS REPRESENTED BY THE MINISTER OF TRANSPORTATION AND INFRASTRUCTURE, AND IN FAVOUR OF THE COWICHAN VALLEY REGIONAL DISTRICT.

Owner: VAN ISLE WATERFRONT DEVELOPMENT CORP., INC. NO. 222889

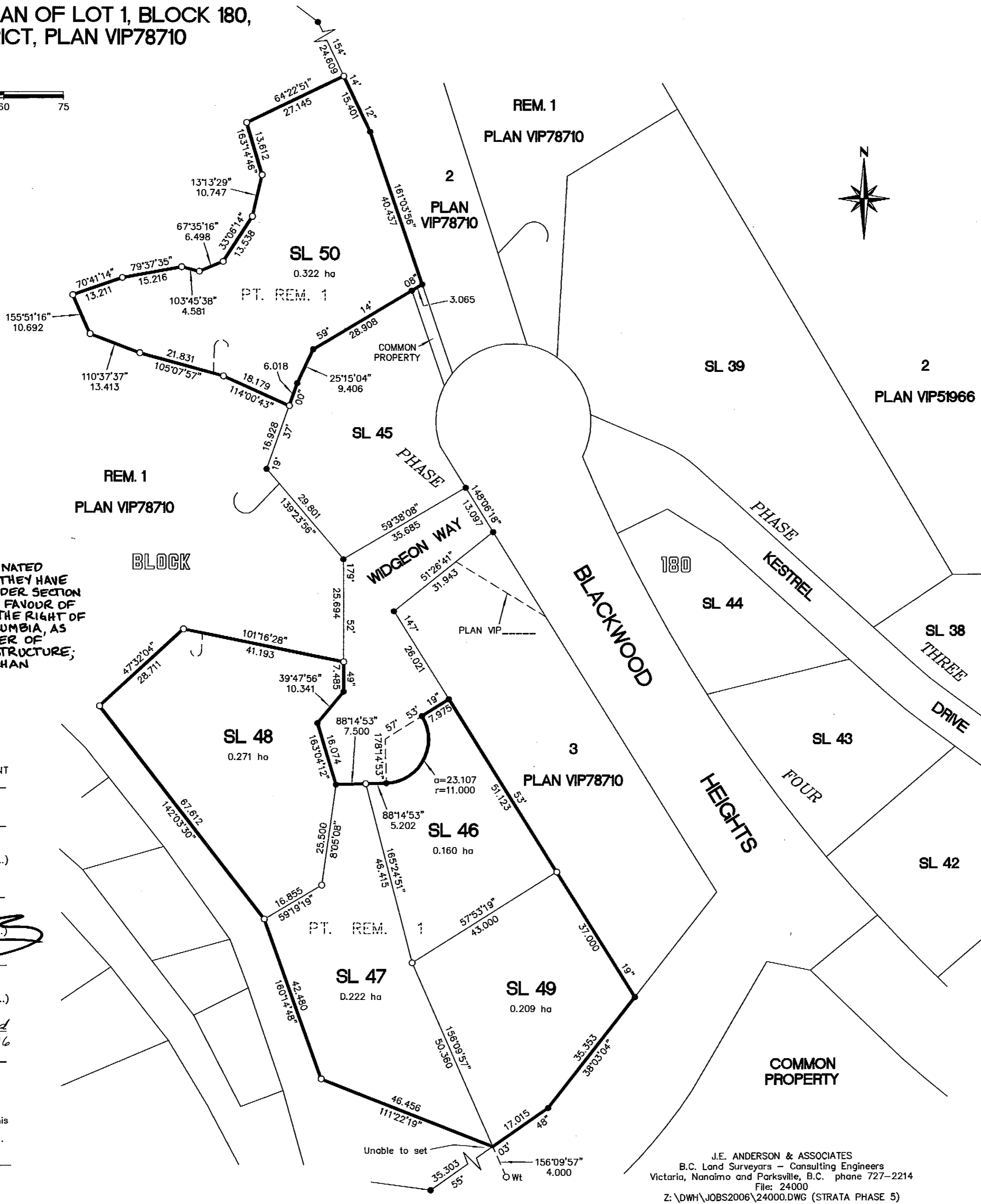
Authorized Signatory: *Richard Bourque*
(Print name here... Richard Bourque...)

Authorized Signatory: *[Signature]*
(Print name here... W. Dale Murray...)

Address: 201-19 Dallas Road, Victoria, BC V8V 5A6
Occupation: LAWYER

Approved as Phase 5 of a 10 Phase Strata Plan under Section 224 of the Strata Property Act, this 2 day of OCTOBER, 2008.

Approving Officer: *[Signature]* The Ministry of Transportation and Infrastructure



Sheet 1 of 1 Sheet

PHASE FIVE STRATA PLAN VIS5772

Deposited in the Land Title Office at Victoria, B.C., this 8th day of October, 2008.

Registrar: *[Signature]*

FB218702



Mortgagee: COAST CAPITAL SAVINGS CREDIT UNION
Authorized Signatory: *[Signature]*
(Print name here... Doug Brinkworth...)

Authorized Signatory: *[Signature]*
(Print name here... Cecilia Schmid...)
Address: 645 Tye # 400
Occupation: Admin officer

I, Douglas W. Holme, a British Columbia Land Surveyor, of Victoria, in British Columbia, certify that I was present at and personally supervised the survey as represented by this plan and that the survey and plan are correct. The field survey was completed on the

5th day of September, 2008.

The plan was completed and checked, and the checklist filed under # 86404, on the

5th day of September, 2008.

[Signature]
B.C.L.S.

J.E. ANDERSON & ASSOCIATES
B.C. Land Surveyors - Consulting Engineers
Victoria, Nanaimo and Parksville, B.C. phone 727-2214
File: 24000
Z: \DWH\JOBS2006\24000.DWG (STRATA PHASE 5)

20402

Strata 5772 Special General Meeting Minutes of 8 November 2020
Agenda incorporated into the following:

1. Opening remarks from the Meeting Chair, President Jim Hawthorne, 10:40am.
2. History and significance of Covenant EX44077 given by Vice President Derrice Knight.
3. Certification of Proxies by Secretary Greg Aitken as follows: Lot 23 on behalf of lots 1, 12, 18, 21, 22, 24, 25, 28, 31, 40, 41, 43, 49 and 50. Lot 10 on behalf of lots 4, 5, 6, 7 and 11. Lot 34 on behalf of lots 15 and 35. Lot 16 on behalf of lot 17. Lot 33 (via Zoom) on behalf of lot 32.
4. Determination of quorum. Eleven members present in person (lot 2 ,9 ,10 ,16 ,20 ,23 ,27 ,30 ,34 ,37 and 48), five members present via zoom (lots 17, 26, 29, 33 and 38) and 23 proxy forms assigned to members present for a total of 39. Quorum being one third of 50 lots or 17, quorum achieved.
5. Jim Hawthorne, Strata President, provides proof of notice of the meeting in the form of a printed email sent to members on Friday, 23 October at 1:20pm.

6. Motion to approve the following:

BE IT RESOLVED pursuant to s.171 of the Act by a $\frac{3}{4}$ vote of THE OWNERS, STRATA PLAN 5772 (the "Strata Corporation") that the Strata Corporation be authorized to file a Petition pursuant to s. 35 of the Property Law Act, [RSBC] Chapter 377, seeking discharge of Restrictive Covenant EX44077 from the common assets of the Strata Corporation and each strata lot of the Strata Corporation (the "Legal Proceeding").

BE IT FURTHER RESOLVED pursuant to s.171(a) the cost of the Legal Proceeding will be calculated in accordance with s. 99(2) of the Act and drawn from the General Contingency Reserve Fund.

Moved by lot 23, 20. All in favour, motion passed.

7. Motion to the use of funds from the General Contingency Reserve Fund to develop a Depreciation Report for the Strata. Moved by lot 30, 16. All in favour, motion passed.

8. Rob McCowan relates the following history and background information prior to the vote upon boat slip rules:

The original developer VIWFDC developed 50 lots but was only allowed 20 boat slips by Bayview, Strata 4663 (who own the wharf and waterfront park).

Our strata's 50 lots were sold in five phases. Each time, the developer was able to make changes to the disclosure statement (the agreement between buyer and seller). The developer also made a few changes to the boat slip agreements. These 20 boat slip agreements are separate contracts bound to specific lots.

These agreements for boat slips reveal that there was no standard purchase price on the first negotiated sale. The second sale is between an original selling lot and a second purchaser; prices to be negotiated.

The third purchase of a lot now means the boat slip reverts to our strata for reassignment.

The original terms for this varied between the lots in different phases: The first phase was a reassignment agreed to by the strata and developer; subsequent phases were to be reassigned by just the developer for a price. Several years ago the developer secretly sold the reassignment rights to another developer, Daxco. Without informing our strata and lawyer of this he subsequently tried to sell these rights - which he no longer owned - to our strata.

In an agreement two years ago with Daxco, our strata purchased the rights to all 20 boat slip reassignments together with full control of our water and sewer systems as well as power over our

building schemes for \$10,000. This removed any rights whatsoever from either developer and is considered money well spent for many reasons.

Now with control over boat slip reassignments our strata council was free to create a fair process for reassignment. There were several options from which to choose and no one system is perfect. Council decided that leasing (licensing a limited common property) available slips on an annual basis should, in theory, allow the enjoyment of a wider range of boat slip users. We agreed upon \$500 as a starting season fee with availability based upon seniority of lot ownership.

Chris Yost, who was VP and committee chair, sent out emails to owners asking for feedback on this proposal and returned to council to report widespread acceptance/approval.

Our strata lawyer, Justin Hansen, drafted a new boat slip use agreement and the rules for boat slip reassignment both of which the council has approved but the latter requires membership ratification with a vote today. This Rule only pertains to a boat owner who leases (licenses) a slip, not owners who own a slip.

Council will request proof of lot ownership from Land Titles to determine the purchase date for any member who wants to sign on to the waitlist for boat slip licenses. There is only one boat slip available for 2021 (at present).

Also starting in 2021 council will require proof of boat insurance for each motorboat or sailboat moored on the wharf, regardless of slip ownership. Bayview strata requires this and we must too.

Motion to ratify the Boat Slip Rules as drafted and to incorporate these Rules into the General Strata 5772 Bylaws. Moved by lot 10, 27. Approved by 11 present, 5 zoom and 19 proxy members and rejected by two proxy vote members; motion passed.

9. Motion to adjourn the meeting. Moved by lots 20, 16. All in favour, the meeting adjourned 11:34am.

15 July 2021 Strata 5772 Board Meeting Minutes

Attended by Derrice Knight (Zoom host, Acting President), Doug Wertepny (Treasurer), Rob McCowan (Council Member), Greg Aitken (Secretary) and Chris Norman (Guest Member).

Meeting called to order 1:00 pm by Derrice; agenda incorporated into the following:

1 Member Chris Norman spoke on behalf of the FireSafe Program for which he has volunteered to be a local liaison. Property owners may request a free in-person inspection of their grounds and building exteriors to identify fire hazards and propose remedies. Literature is available to learn the basics. In addition to having our common areas assessed, Council decided to try to arrange a joint event with our strata members and Bayview members to hear a presentation from the Lake Cowichan Fire Department.

Chris Norman leaves the meeting at approximately 1:30 pm.

2 Cost estimates in the form of quotes for all aspects of the proposed deepening of our well have been obtained by Derrice. Discussion centered around a modest extra cost associated with having one company do all of the physical well work (to pull the old pump, drill and install a new one with higher quality piping). Council decided that the likelihood of excess downtime would be lessened by engaging one firm.

3 Water supply upgrade options were reviewed for proposed resolutions. If deepening our well is allowed under our license with Land Forest and Natural Resources, members will be asked to vote upon that option. If not, members will vote upon ensuring the pump is set at its maximum allowable depth and perhaps hydraulic flushing. In either case, the option to join the CVRD Woodland Shores system will be voted upon separately.

4 Funding of proposed well upgrades was discussed. Our Capital Reserve Fund is approximately \$176,000 and needs to be maintained above 25% of our annual expenses of \$115,000. Council will recommend that funding should be half by levy and half out of the CRF.

5 A proposed operating budget for 2021/2 has been delayed by the Depreciation Report being delayed from not knowing the expected costs of water upgrades. This situation will be remedied shortly. From the information that Doug has at present a \$10 monthly increase in strata fees seems likely.

6 Determining the agenda for the Annual General Meeting. Derrice presented a proposed agenda for discussion. [Saturday, August 14th, at 10:00am, Curling Lounge of the Cowichan Lake Recreation Centre. Notice to be distributed this week.](#)

7 Other Business.

A request has been made by realtors on behalf of a prospective buyer of a lot for sale to define the conditions to be met to allow a pre-existing house to be moved in. Council decided to request photographs of said house and utilize provisions in the existing building schemes attached to lot titles (regarding exterior finishes primarily) as necessary to prevent or discourage any unmitigated unsightly structures.

A camper on a vacant lot will receive notice of bylaw infraction if not imminently removed.

Chris Bayley our septic/sewage contractor fixed a buried pipe leaking into the septic field at modest expense.

Amending our bylaws to provide guidance on night lighting and screening recreational vehicles is under consideration for the AGM.

Speed limits of 20 km/hr are recommended to reduce road dust and signage is under consideration.

Motion to adjourn, moved by Derrice. All in favour, the meeting adjourned at 4 pm.

AGM Minutes
Strata 5772 The Cottages at Marble Bay
Saturday, August 29, 2020, 10:00am
Stocker Park, Marble Bay Rd.

Agenda incorporated into the following:

1 **Certification of Proxies** by Greg Aitken, Secretary. Designated proxies as follows: Lot 23 on behalf of Lot 21, 22 and 28. Lot 10 on behalf of Lot 4, 6 and 11. Lot 20 on behalf of lot 37. Lot 1 on behalf of Lot 5. Lot 32 on behalf of Lot 33. Lot 34 on behalf of Lot 15.

2 **Determination of Quorum**. In addition to 10 proxies, 21 lot owners and signatories attended, as follows: Lot 48, 20,10, 35, 34, 44, 24, 3, 12, 30, 25, 18, 1, 9, 32, 16, 26, 29, 2, 38, 27.

3 Meeting begins 10:08 am: Jim Hawthorne presents written **proof of advance notice** of meeting in the form of a printed email.

4 **Vote to approve the Agenda for 2020**. Moved by Nancy Nelles, seconded by Roz Richards. All in favour, motion passed.

5 **Attend to Unfinished Business from the 2019 Annual General Meeting**. None identified.

6 **Vote to approve the Minutes of the 2019 AGM**. Moved by Doug Wertepny, seconded by Dave Mills. All in favour, motion passed.

7 **President's Report** by Jim Hawthorne.

We remain in the thick of the Covid-19 pandemic which changed the way we live as well as conduct business.

My thanks goes out to the strata council in their dedication to tasks assigned to them and having to deal with my need to know everything.

Derrice Knight, Treasurer. Not only does she collect our revenue, pay our bills, figure out a budget, but she has been the "go to" person for members and trade workers alike. She also hosts our council meetings. This year was very busy for Derrice, not only did she have to find money for our strata water emergency repairs, she was also the Chair of our bylaw committee and host on Zoom for over 15 bylaw committee meetings.

Rob McCowan, Wharf Committee and Past President. Rob has been instrumental in the transfer of our strata governing rights from the previous developer. He has been Water Utility Manager and President and now continues to be a valuable member of our council. Rob managed to organize the replacement of our wharf finger floats and dealt with a beaver and his food cache additions onto our dock.

Chris Yost, Vice President. Chris took on the task of surveying members on slip usage reassignment and has been a consultant and think tank for council this past year. Chris put a great deal of thought and effort into developing a sound slip assignment strategy. You will hear his report from Rob next. Although he lives in Regina, he was present on Zoom at most council meetings.

Greg Aitken, Secretary. Writing concise meeting notes is no small task, Greg may have felt like a novelist this past year. There is a lot of constructive conversation at our meetings and Greg does a great job capturing it in writing. Greg has also been very helpful with monitoring the waterworks in our strata, including climbing the 20 ft ladder to the reservoir. He was there again attaching the hose at the top when we brought in extra water by truck. Greg was also on the bylaw committee and contributed often.

Off council I would like to recognize the following for their dedication to this Strata:

Gregg Wizbicki. His time on council in the past and his current work on keeping our common areas tidy and trimmed reflect well on us all.

John Harrison. His contributions and attendance as a bylaw committee member and assistance and interest in the waterworks.

Doug Wertepny. His contributions and attendance as a bylaw committee member especially computer document formatting and his help with our water truck setup.

Nancy Nelles. Her significant contributions and attendance as a bylaw committee member.

We had a very busy year and a costly one with a water level monitoring failure repaired; the previous year it was a well pump failure in the middle of a winter storm. Writing bylaws took up most of my attention, however.

Our steel lid garbage container has kept the local bears out of our garbage. However, after several combination lock failures, I decided to switch to a keyed lock for durability and this seems to be more durable, if less convenient. Members are reminded that Meade Creek Depot is nearby, beside Laketown Ranch, for large items and organics.

Our new water monitoring system has been functioning as expected and keeps us informed of water levels in the reservoir. I will report more on this later.

8 Vice President's Report. Presented to council as a pdf file, read aloud by Rob McCowan, copied below:

August 27, 2020. Submitted Written Vice-President Report:

I will use this opportunity to acknowledge the humbling and pleasing experience I had in working with the Strata council this past year. I have been very impressed by the dedication the council members have shown in supporting the Strata. Seeing the scope of the issues that have had to be resolved this past year and how they were successfully addressed, in particular by Jim and Derrice has been nothing short of outstanding.

The main initiative that was undertaken during my 2019-2020 term as Vice-President was developing a policy for boat slip reassignment. In this report I present a summary of the activities that took place in the past year regarding policy development:

August 17, 2019- AGM. At the annual general meeting, I discussed the need for a process to be developed to decide how to re-assign boat slips that have been released to the Strata following the sale of a lot by a second owner (refer to Strata AGM minutes for detail).

August 26, 2019- Email. An email was sent to strata membership with a call for consultation on boat slip reassignment policy. Pasted here for reference:

"Dear Strata Members,

At the Strata AGM I reported that Strata Council will be engaging the Strata Membership in consultation regarding a proposal for boat slip assignments that return to the Strata as a consequence of an eligible property sale.

The proposal that was briefly mentioned during the AGM is for the Strata to maintain ownership of any boat slips that return to the Strata and to lease these boat slips to interested Strata Members. Strata Council appreciates that there is far more demand for boat slips than supply within our Strata. Therefore we require a clear and rationale process for undertaking the assignment of boat slip leases. Strata Council has discussed this at length during Council Meetings and we feel that the best option is to create a list of interested Strata Members that is based on the dates of lot purchase. Effectively Strata Members who have the longest ownership and do not currently have a boat slip would be offered first right of refusal on a boat slip lease. If necessary, Strata Council would move down the list until an interested Strata Member is identified.

This email is meant to initiate the consultation process. Please reply to this email with your comments and in particular if you support or do not support this proposal. I am happy to provide further details as necessary, but at this point Strata Council wants to ensure that the majority of Strata Membership supports the general principles of the proposal before proceeding with the specific details on leasing agreements.

Thanks

Chris Yost
Vice-President Strata Council"

September 9, 2019- Email: At the close of the consultation process I had received responses from 12 strata members. The consensus from these responses was support for the model of leasing boat slips when they return to the Strata. Furthermore, the comments indicated there is support for a wait-list selection process that is based on length of lot ownership. During subsequent council meetings details regarding lease rates and other boat slip reassignment rules were discussed and summarized below (*for further information please refer to Strata Council Minutes*).

From these discussions a set of principles were developed with highlights that included:

1. Strata Council will use the Land Title Registration Date as the date of ownership when determining the wait-list sequence for boat slips that are released back to the Strata.
2. The annual rate for use of a boat slip released to the Strata will be \$500/year
3. The Strata council will administer throughout the length of the lease which will be revisited every 5 years
4. Boat slip leases can be transferred to family heirs of strata property within the immediate family of the lessee so long as they retain ownership of the familial strata lot.

The activity in the drafting of a boat slip re-assignment principles this past year has culminated in the drafting of a series of boat-slip reassignment rules that are currently being finalized by the Strata lawyer Justin Hanson. Last reported activity in these efforts was on July 17, 2020¹. It is my understanding the final boat slip leasing and re-assignment rules will be distributed shortly to be ratified at the upcoming SGM.

In closing, I will be stepping down from the Vice-President position at this AGM. As the Cottages at Marble Bay community has grown, so has the complexity of managing Strata affairs. It is clear to me that the Strata requires a council member who has a consistent presence at the Cottages at Marble Bay to serve as VP. It has been an honour to serve on the strata council and I and my family look forward to a time when the pandemic has passed and we will be back out at the lake.

Best regards,

Chris Yost

Below see the current draft of the Boat Slip Rules from Justin Hanson (blue text represents Justin's additions)

Boat Slips

1. The Owner Developer of the Strata Corporation entered into moorage agreements with several of the owners of strata lots in the Strata Corporation (each, a "Moorage Agreement", and together, the "Moorage Agreements"). The Moorage Agreements were not all identical to each other, such that:
 - a. in phases 1 and 2, the 11 Moorage Agreements that were used by the owner allowed the purchaser to assign their boat slip along with their strata lot once, after which, when the strata lot was subsequently sold again, it would revert back to the Strata Corporation to re-assign; and
 - b. in phases 3 and beyond, VanIsle used several different variations of Moorage Agreements whereby the boat slips would revert back to it after the time specified in the agreement, be it after one transfer or two ("VanIsle's Moorage Agreements").
2. The Strata Corporation purchased the reversionary rights under Van Isle's Moorage Agreements from Daxco Developments in 2019 and now holds the reversionary rights under all Moorage Agreements for the 21 boat slips located on the Wharf owned by Strata Plan VIS 4663 and is now required to administer the allocation of boat slips as they become available (an "an available boat slip").
3. Pursuant to section 76 of the Strata Property Act, the Strata Corporation may enter into an exclusive use agreement to permit the owner(s) of a strata lot (a "Boat Slip User") to exclusively use an available boat slip.
4. The Strata Corporation must allocate boat slips to the owner(s) of strata lots on the basis of seniority of lot ownership within the Strata Corporation, which shall be determined by the date of purchase as proven by the land title documents. For clarity: *where* an owner sells a strata lot and purchases another strata lot in the Strata Corporation, without there being a gap in ownership of more than a month, the date of the owners purchase of their first strata lot in the Strata Corporation will be used to determine seniority
5. The grant of an exclusive use agreement to a Boat Slip User will be subject to conditions, including but not limited to the following:
 - a. The Boat Slip User must pay a user fee to the Strata Corporation of \$500 per annum or such higher amount set by a rule of Strata Corporation, which amount is due and payable in advance and on or before the annual general meeting of the Strata Corporation for each fiscal year.
 - b. Boat Slip Users must obtain insurance for their boats and boat slip and provide written proof thereof to the Strata Corporation.
 - c. The Boat Slip User must abide by all of the rules and bylaws enacted by the Strata Corporation or the Owners Strata Plan VIS 4663 governing the use of their Wharf and the boat slip;
 - d. The Boat Slip User may not let, lease, license,

assign or otherwise provide their assigned boat slip to any other person(s) who is / are not family members (as that term is defined under the *Strata Property Act*) of the owner(s). e. The Strata Corporation must renew the exclusive use agreement for an available boat slip, should the owner request renewal in writing; f. Boat Slip Users may only transfer their exclusive use agreements to their family members if the family members purchase, lease, inherit or are otherwise assigned the strata lot to which the boat slip was assigned to. g. Boat Slip Users must use their boat slip each year and may not leave it unused.

6. The Strata Corporation will prorate the user fee payable for use of a boat slip by the number of months in the fiscal year that have passed since the last annual general meeting if an exclusive use agreement is commenced after the Strata Corporation's annual general meeting.

7. The Strata Corporation will refund the user fee payable for use of a boat slip by the number of months remaining in the fiscal year if an exclusive use agreement is terminated at any time before the Strata Corporation's annual general meeting.

8. The Strata Corporation may terminate a Boat Slip User's exclusive use agreement on 30 days written notice if they breach any of the conditions thereto.

9 Treasurer's Report.

Motion in arrears to approve the budget of 2019. Moved by Fred Smith, seconded by Karen Dady. All in favour, motion passed.

Well, 2020 has certainly presented many challenges to us all, but with regards to the Strata finances, I can't necessarily point the finger at COVID-19. In particular, we have had many unexpected expenses associated with our Water Utility operations. Thankfully, due to Rob McCowan's past relentless efforts to squeeze every deserving penny out of the hands of the previous developers for our operating and contingency accounts when the transfer occurred and then with the strong leadership of our Water Utility Manager, Jim Hawthorne, we navigated through it. As you can see by the itemized expense sheet we distributed to you in your financial package today, it was quite costly, but we had the funds to do it. After this report, Jim will take off his President's hat and put on his Water Utility Manager's hat to review all of the repairs and upgrades we have made to ensure safe drinking water for all.

With regards to our General Strata Operations, we also had a few minor repairs associated with our sewer system which put us slightly over budget as well as an unexpected increase in our Garbage/recycling costs due to an increase in dump fees. Electricity charges have also increased over the year so we exceeded budget there as well. Otherwise, the General Strata Operating expenses were within about 96% of anticipated. The Water Utility expenses were managed but in addition to the Operations and Repair bills, the increased electrical rate also exceeded the budget. Everything else remained status quo. When I composed the new Proposed Budget, I took all of the increased fee issues into consideration and made appropriate changes in an effort to avoid short-comings in the upcoming year.

This year could represent a large change in the operating practises of previous years. The idea of running the Water Utility separate from the General Operating budget was a carry-over from when the Bourques (Previous developer), owned the utility. Since then, with consultation with our Strata Accountant, I have learned that this is not an acceptable practise. He strongly urged me to amalgamate the Water Utility operations with the General Strata Operations ASAP. Therefore, the budget that I am proposing today reflects that amalgamation and I do hope you all agree. If passed, the next steps will be to combine the Water utility chequing account with the Strata Corp account as well as combining the two Contingency Reserve Funds. This will greatly simplify the accounting and management of the utility. If

approved, this means the Water Utility billing will cease and your water fees will be included in your monthly Strata fees. As you are aware, there is a tiered fee schedule depending if you have a cottage on your lot or if your lot is undeveloped. I have also included a modest increase to generate more revenue. The new proposed rates are \$165/month for an undeveloped lot (this reflects the blended fee plus an increase of \$10/month) and \$190/month for a lot with a cottage (the blended fee with an increase of \$13/month). The \$10 and \$13 increases were implemented to cover our rising costs. This will become effective October 1, 2020. If passed, you will no longer receive any Water Utility Invoices in the future. This saves the Strata money as we no longer require the services of a Water Utility Administrator to manage the billing.

Please remember that voting to accept the 2020/2021 Budget indicates that you approve:

- a) The amalgamation of the accounts and**
- b) The increase in Strata fees**

For those of you who have paid your Water Utility fees for the entire 2020 year, your Q4 prepaid amount will either be refunded or credited to your Strata fees.

Last year we discussed the need for a depreciation report to best identify upcoming repairs and maintenance costs. With so many outstanding issues presented to Council this year (Water Utility repairs/Bylaw development/Covid-19 logistics) this didn't come to fruition. This year, Council has agreed to make the development of a depreciation report a priority. Jim will be addressing the subject under the New Business discussions later in the meeting but briefly; this will be done by an independent company with a Council member or members dedicated to oversee the evaluation.

I will take this time to remind all property owners that the 2020-2021 fees are due. For all of you currently enrolled in the auto-debit system, I thank you and no action will be required. For all others, your fees are now due. Basically, for the months of August and September, your fees will remain the same at \$125/month and your Water Utility bills are paid up until the end of September. Depending on the acceptance of the Proposed Budget, your new amalgamated fees of \$165 or \$190 will commence on October 1, 2020.

Motion to accept the budget proposed for the coming fiscal year with the monthly strata fees including water, commencing October 1, to be set at \$165 for an empty lot and \$190 for a developed lot. Moved by Nancy Nelles, seconded by Brent Beaton. All in favour, motion passed.

10 Water Utility Update.

Perhaps partially as a consequence of road bed wear and heavy construction vehicles, the control wire from the reservoir to the pump controller in the pump house on Blackwood Drive failed to carry a signal this year. The wire could have been better protected or replaced had it been laid in a plastic conduit jacket but the developer failed us in this regard. A battery backed-up solar-powered wireless system has been installed to allow the pump controller to know the reservoir height, and a cell phone application allows for three remote viewers. A screen in the pump house also displays the reservoir height and one can read pump volumes at the wellhead. Unfortunately, a very brief power outage last month caused the pump controller to register a dry well and shut off the pump. Jim's phone application was not yet working and Joe Woolls was on vacation and so the pump stayed off for several days. When the pump was restarted, Joe assumed the pump had shut off due to low well water levels and set it at a lower pump rate. All of this resulted in the reservoir being half empty midsummer. To be cautious, Jim ordered two tanker trucks of water delivered so as not to risk inconveniencing seasonal cottagers. As over an inch of rain was expected in a few days' time, that would have been the last of it but a nearby forest fire prompted the call for two more tanker truck loads (3300 gallon/15 cubic meter each).

With last summers' shortages fresh in mind, several of the members reminded council that full build-out of our strata will result in substantially greater demand and also that securing ample supplies of water is their highest priority. Moreover, the overwhelming majority of the members are prepared to pay any necessary costs associated with water supply upgrades.

Jim's short and mid-range plans are to have Joe test the backup well by the pump house to see if it is of sufficient quality to supplement summer water demand, as it seems promising from a 2014 test he found, even if that requires removing the old pump; especially since our primary well is due for its 5 year retest. Having a backup well would also allow down time to upgrade the primary well power source and/or depth if deemed necessary.

Action: Jim to have Joe take samples from both wells at an appropriate time of year to be ICP-MS tested for drinking water quality.

The reservoir tank appears to be in good condition with a capacity of 295.5 cubic meters (65,000 imperial gallons). The primary well pump is at a depth 505 (formerly 525) ft down, with a 6 inch diameter bore and pumps 744 (formerly 764) ft up to fill the reservoir. The height of the reservoir relative to fire hydrants and buildings provides the necessary water pressure.

Rob mentioned reading water meters as an incentive towards conservation measures but another benefit of doing at least an annual audit would be to compare with pump volumes to detect system leakage. Strata council will propose a plan to read water meters in the near future.

Action: Doug to prepare a chart of annual water consumption from well data to compare seasonal fluctuations.

11 Wharf Update by Rob McCowan (see also VP Report above).

In addition to Chris Yost's input in section 8 above, Rob shared some information:

Members need to know that Bayview Strata owns the wharf and insures it but boat owners need insurance for their boats.

The \$32.50 per lot per month our Strata pays theirs is good value for access to the beach and wharf.

An agreement binds our two stratas and cannot easily be renegotiated. Because of liability issues tied to owning and insuring the wharf, Bayview Strata has an incentive to maintain the wharf in a safe condition. To address stability issues the wharf fingers in the section we utilize were replaced this spring at boat slip holders' expense, \$600 each.

Last summer's beaver dam is awaiting conservation office approval for removal by Bayview Strata as it presents a danger to swimmers and divers as well as boats.

Rob will be seeing Justin Hansen, our strata lawyer, to make finishing touches to the boat slip reassignment rules. These will be license not lease agreements because strata cannot lease a limited common asset.

12 Bylaw document and resolution discussion by Derrice Knight, BC Chair.

Hello again Strata Members. I would like to start by introducing the members of the Bylaw Committee who have contributed many, many hours to the development of this Bylaw document which was emailed to you for review on August 15th. As Council representatives, we have our current President, Jim Hawthorne, Secretary, Greg Aitken and Treasurer/Committee chair, Derrice Knight and representing the general membership we have Nancy Nelles, Doug Wertepny and John Harrison. Thank you all for devoting so much of your time to this cause. I do hope you have had an opportunity to read the document before coming today so we can generate some robust discussion during our question and answer session. Thank you to those who have already emailed me with corrections, comments and concerns. Your early participation is greatly appreciated!

The Bylaw Committee may have been charged with the task of developing a comprehensive set of Bylaws but it is certainly a joint effort on the part of all Strata members to bring it to a point of adoption. I'm sure you all realize this was not an easy task. To please 100% of the people 100% of the time is downright impossible. We all have different interests and passions so what may be important to one is a moot point to another.

The Committee tried its very best to keep fairness and structure in mind without making our Bylaws so rigid as to take away from the enjoyment of recreational living here at Marble Bay. We may have a lot of new property owners in attendance today so I want to go over why this process was so important. As many of you know, the original developer completed The Cottages at Marble Bay in a series of Phases which were based on lot numbers. With the start of each new phase, a new Disclosure Statement was generated. Then, when that developer sold out to the next developer, he in turn released yet a new disclosure statement based on the lots that he then owned. This produced a very disjointed set of guidelines for the Strata as what was written in one phase, was not necessarily in another. There were at least 4 Building schemes that were actually filed with Lands Title for each and every lot depending on the phase of development for the lot. In several cases, these building schemes have become ineffective, redundant and even erroneous with the rezoning as RL-11 by the CVRD. Unfortunately, according to our lawyer, it would be very complicated and expensive to repeal these building schemes. What he suggested was to leave them intact but address the issue of variance by Alteration in the new Bylaw document.

You will see this approach taken in section 5 "Obtain approval before altering a Strata lot or Common property". This allows a new build or renovation to apply in writing for Council to approve a variance from the Building Scheme but in turn, gives Council the right to refuse a request. I'll give you a couple of examples to demonstrate this point. Since our zoning change, it is now permissible to live year round in your cottage. As a permanent resident, it may be more comfortable to have more than 2 toilets and one shower head/1 bathtub. By having more toilets and showerheads, no more water will be consumed as the toilets and showers will still be used exactly the same number of times in a household and in fact, a showerhead will likely use less water than the bathtub. Therefore, I expect we will receive requests to alter the number of plumbing fixtures if these Bylaws are adopted. On the other hand, if a request to alter came to approve a cottage with bright purple vinyl siding, Council will maintain the right to deny this request based on the Registered Building Scheme which indicates subdued earth-tone colours. I think this is a brilliant way of maintaining some control over the type of homes that are built in our community but allows a little more flexibility than was previously afforded.

There is much more to discuss, so at this point, I will start the question and answer session by addressing some of the questions we have fielded from our members so far. We have allowed 45 minutes of agenda time for this discussion. At the end of the session, I will briefly review the Resolutions we wish to put to vote at a Special General Meeting to be held at a date to be decided today. Thank you again for participating in this very important milestone as our Strata continues to strengthen.

Bylaw questions fielded prior to AGM:

1. **Question:** does passing the new bylaws eliminate previous disclosure statements?
Answer: According to our Strata lawyer, Justin Hanson: Disclosure statements are not governing documents of a strata corporation. They can be used in cases of uncertainty to interpret rights and restrictions under bylaws but they do not trump bylaws. That said, covenants, easements and building schemes on title do trump bylaws if there is a discrepancy. To add to that with respect to the Building schemes and stated in the disclosure statements, The Developer, and its assignee (which is now the strata) have the right to grant exemptions under the building schemes. Doing so is within their sole discretion.

2. **Question:** What happens to the language in old disclosure statements that are not addressed in the new bylaws?

Answers:

- a) **Easements** - Although the disclosure statements provide a good reference, all easements should be registered and available at the Lands Title office. If it is not, it was never registered by the developer and apparently, this is the case for some.
- b) **Trailers/RV during construction** – This has now been addressed with the addition of Section 3(3)(g) which reads: Owners, occupants and tenants of a strata lot must not: allow use of an RV beyond the 12 month allowance after issuance of a CVRD building permit for a new dwelling without consent of council
- c) **Protected views** – The wording has been tidied up on section 3(3)(d)(k)(l) and now reads: Owners, occupants and tenants of a strata lot must not: **d)** remove any trees, shrubs, or other plants from the common property or plant any trees or place any object on the common property that would damage or otherwise interfere with the views, road visibility use, enjoyment, maintenance or upkeep of the common property unless the owner receives written permission from the strata council for such activities or use **k)** erect fencing that impairs the views from neighbouring houses by either height or substandard design **l)** allow trees, shrubs or other vegetation planted on their strata lot to significantly obstruct the scenic view from another strata lot, **other)** any building height restrictions are registered against the lot with Lands Title.
3. **Question:** Regarding the bylaws, I noticed item #31(1) states that the staged schedule of water restrictions allows micro drip irrigation to be used up to 4 hours per day under stages 1, 2, and 3. #31(5) states that the installation and use of underground irrigation is prohibited. I am confused by this, as I installed an underground micro drip irrigation system on my lot. The current wording seems contradictory.

Answer: Council took this question back to the table and made changes to the Water Restrictions table based on those of the CVRD and North Cowichan recommendations. Firstly, the terms Even days and Odd days were changed to Even *dates* and Odd *dates* to avoid any confusion, then a clear definition of a Micro-drip Irrigation system was added to the table for clarity. Section 31(5) was reworded to read: The installation of underground irrigation systems with the exception to micro-drip as defined above are prohibited. Also of note, Council added the word **Restricted** to several categories in an effort to bring attention to the need to restrict water usage here at Marble Bay and as stated in 31(2) The Water utility may, at its discretion, impose Stage 1,2,3 watering restrictions to conserve water at certain times of the year.

4. **Question:** Related to the last item in each Building Scheme document: EXPIRATION - The rights, powers or obligations of the Developer, unless transferred to its authorized agent, under this Building Scheme, shall expire and be at the earlier of the sale of the last Lots, or 15 years from the registration hereof in the Land Titles Registry.

*Lots 1-12 states "...10 years from the registration..."

Answer: This question was put directly to Justin Hanson and his reply included the amendment to Bylaw 5(4) Application Approval to now read:

- (4) Unless otherwise approved in writing by the council, owners may only make Alterations that comply with the requirements of the following building schemes registered against the titles to their strata lots, regardless of whether or not such building schemes have expired on their terms:

- (a) Statutory Building Scheme EX044105 on 22 April 2005, as a charge against each of Strata Lots 1 to 12, inclusive;
- (b) Statutory Building Scheme FB46290 on 9 May 2007, as a charge against each of Strata Lots 13 to 24, inclusive;
- (c) Statutory Building Scheme FB136727 on 14 January 2008, as a charge against each of Strata Lots 25 to 40; and

- (d) Statutory Building Scheme FB303290 on 1 October 2009, as a charge against each of Strata Lots 41 to 50, inclusive, at Marble Bay, (each, a "Building Scheme" and, together, the "Building Schemes").

5. **Questions:** Related to the Bylaws document:

1. There is no mention of the relationship with Bayview and the need to comply with certain bylaws of theirs (beach etc.)

Answer: Upon the advice of our lawyer, we removed any reference to Bayview and its Bylaws except in the Rental Restrictions where there is a direct consequence.

2. There is no mention of boat slips - assignment of, sale of, etc. - nor who is responsible for the costs associated with maintenance and repairs. I recognize that we still haven't fully come to a solution/agreement for this, but it likely should still be addressed in the Bylaws if only to point to an appendix document.

Answer: I believe Rob McCowan has covered this question in his report today. Our Strata Lawyer will: *"draft a set of official boat slip re-assignment rules.*

These rules will need to be approved in a 3/4 vote at the upcoming SGM"

3. There is no mention of water fees and the difference in amounts to be paid for undeveloped lots vs developed lots

Answer: This is an operational issue, not a bylaw.

4. There is no mention of the water utility - what it is, how it works, hiring of contractor to monitor etc. It only broadly mentions that "The Strata Corporation must repair and maintain...common assets ...common property...of the Strata Corporation...".

Answer: The Committee tried to keep the Bylaws on a broad spectrum and hence addressed all common assets as you state. We feel a Bylaw document is not the place to define the water and sewer utilities and address its operational procedure. This information could certainly be provided to a property owner upon request at any time.

5. There is no mention of the details of the maintenance and repairs of common property such as roads, including snow removal, or septic field etc. - what it includes, how often maintained, how quickly repaired/cleared etc.

Answer: Basically, these services are provided on an as needed basis. This is considered an operational issue, not a Bylaw.

6. There is no mention of Strata fee increases - how often, how voted, etc.

Answer: Strata fee increases can only be recommended once the operating budget is determined for the fiscal year. According to our Strata accountant, a Strata fee increase is accepted if the Proposed Budget, including this increase, is adopted at the AGM. It is the responsibility of the Treasurer to determine if an increase is needed to cover anticipated operational costs in a fiscal year.

7. **Question:** I usually think of this type of document as "living" in the sense that the Bylaws are not carved in stone and can be amended from time to time, as we run into unintended consequences or want to add more clarification. What is the amendment process?

Answer: In this situation, we follow the guidelines of the BC Strata Property Act which reads: To officially amend (create, change or delete) bylaws, the strata corporation or section must file the change

on a "Form I: Amendment to Bylaws" at the Land Title Office. New and changed bylaws do not take effect until they are filed at the Land Title Office with the exception of [pet bylaws](#).

This would be considered the Standard Practice and would not need to be restated in our Bylaw document.

NOTICE: A Special General Meeting shall be held at Lake Cowichan Rec Centre for 9:30am-1:30pm (or Zoom link if a proxy is not chosen) on 19 September to vote upon resolutions to adopt newly prepared bylaws.

Action: Jim to send out a proxy form with the SGM notice.

Action: Jim to email a callout for a Website Administrator from amongst the membership.

13 Depreciation Report

A depreciation report assesses the useful remaining life of strata assets as well as their predicted replacement cost in the future. This in turn allows the strata council to forecast their future levels of maintenance fees, contingency reserve funds, and any assessments should that be necessary. Although it is technically possible to put off creating a depreciation report, having one in place is legally required by the Strata Property Act, and it also enhances our property values since prospective purchasers will have confidence the strata is well managed and there will be no surprise increases in monthly fees or assessments in the future.

In addition, by looking at Bayview's wharf a fair non-profit boat slip reassignment fee will be determined for these limited common property (LCP) assets. Three quotes from three depreciation officers shall be obtained prior to hiring this out.

14 Road Repair and Maintenance Update

COVID and water issues delayed any progress on this file. A Special General Meeting may be held in the spring of 2021 to vote upon road maintenance or upgrade options. John Harrison has kindly volunteered to update option pricing with contractors.

(Item 15 appears as 16 in the Agenda)

16 Council Elections.

The new Privacy Officer position is a legal requirement to ensure consent is obtained prior to sharing personal information. Rob has researched how to develop and maintain a privacy system containing some 10 principles and kindly offered to serve in this new capacity.

See above in the Vice President's report, Dr Chris Yost is not seeking re-election at this time.

Nominations as follows:

Jim Hawthorne for President nominated by lot 27, seconded by lot 24.

Derrice Knight for Vice President nominated by lot 2, seconded by lot 18.

Greg Aitken for Secretary nominated by lot 24, seconded by lot 30.

Rob McCowan for Wharf Committee Liaison AND Privacy Officer nominated by lot 27, seconded by lot 12.

Doug Wertepny for Treasurer nominated by lot 25, seconded by lot 27.

Jim Hawthorne for Water Utility Manager nominated by lot 25, seconded by lot 27.

Each nominee received well over 50% of member votes in six shows of lot number cards.

Council of five is thereby elected for one year henceforth.

17 Adjournment.

Motion to adjourn the meeting, 12:52 pm by Jim. All in favour, the meeting adjourned.

STRATA PLAN VIS 5772
THE COTTAGES AT MARBLE BAY
BYLAWS

Prepared by
Stevenson, Luchies and Legh

NOTE TO READER

In addition to the Strata Bylaws listed below, all owners, tenants, occupants and visitors are reminded that CVRD Bylaws also govern life at The Cottages at Marble Bay. It is the duty of all owners to be aware of and comply with both Strata and CVRD ByLaws.

STRATA PLAN VIS 5772	1
0. Interpretation and Severability	4
Division 1 -- Duties of Owners, Tenants, Occupants and Visitors	6
1. Payment of strata fees	6
2. Repair and maintenance of property by owner	6
3. Use of property	8
Restrictions on Use of Strata Lots and Common Property	9
3.1 Pet Restriction	10
3.2. Rental Restriction	10
3.3 Prohibition against use of strata lot as a short term rental	11
4. Inform Strata Corporation	12
5. Obtain approval before altering a strata lot or common property	12
Application Procedure	13
Application Approval	13
Common Property Changes may require owner approval	14
Conditions for approval	14
6. Permit entry to strata lot	15
Division 2 -- Powers and Duties of Strata Corporation	16
7. Repair and maintenance of property by Strata Corporation	16
Division 3 -- Council	16
8. Council size and Eligibility	16
9. Council members' election, terms, and compensation	16
10. Disclosure of conflict of interest	17
11. Removing council member	17
12. Replacing council member	17
13. Officers	17
14. Calling council meetings	18
15. Requisition of council hearing	18

	3
16. Quorum of council	18
17. Council meetings	19
18. Voting at council meetings	19
19. Council to inform owners of minutes	20
20. Delegation of council's powers and duties	20
21. Spending restrictions	21
22. Limitation on liability of council member or volunteer	21
Division 4 -- Enforcement of Bylaws and Rules	22
23.0. Bylaws and Enforcement Options	22
23.1 Continuing contravention	23
23.2 Small Claims, Forced Sale and CRT Actions	23
23.3 Full Indemnity For Enforcement Costs	23
Division 5 -- Annual and Special General Meetings	24
24.1 Quorum for annual or special general meeting	24
24.2. Person to chair meeting	24
25. Participation by other than eligible voters	25
26. Voting	25
27. Order of business	26
27.1 Holding general meetings by electronic means	26
Division 6 -- Voluntary Dispute Resolution	28
28. Voluntary dispute resolution	28
Division 7 -- Miscellaneous	28
29. Sale of Strata Lots	28
30. Garbage and Recycling	28
31. Water Restrictions	29
Division 9 -- Parking and Storage	30
32. Parking and Storage	30
Division 10 -- Insurance and Risk Allocation	31
33. Insurance and Risk Allocation	31

0. Interpretation and Severability

- (1) For the purpose of interpretation of these bylaws and any amendments, additions or alterations to them:
 - (a) **“The Act”** means the *Strata Property Act*, SBC, 1998, c.43, as amended
 - (b) **“bylaw”** means a bylaw of the Strata Corporation;
 - (c) **“common property”** means
 - (i) that part of the land and buildings shown on a strata plan that is not part of a strata lot, and
 - (ii) pipes, wires, cables, and other facilities for the passage or provision of water, sewage, drainage, electricity, telephone
 - (iii) or other similar services, if they are located:
 - (1)
 - (A) between a strata lot and another strata lot,
 - (B) between a strata lot and the common property, or
 - (C) between a strata lot or common property and another parcel of land, or
 - (2) wholly or partially within a strata lot, if they are capable of being and intended to be used in connection with the enjoyment of another strata lot or the common property;
 - (d) **“common expense”** means expenses relating to the common property and common assets of the Strata Corporation, or required to meet any other purpose or obligation of the Strata Corporation;
 - (e) **“contingency reserve fund”** means a fund for common expenses that usually occur less often than once a year or that does not usually occur;
 - (f) **“family member”** means:
 - (i) a spouse of the owner, "spouse of the owner" includes an individual who has lived with the owner, for a period of at least 2 years at the relevant time, in a marriage-like relationship;
 - (ii) a parent or child of the owner,
 - (iii) a parent or child of the spouse of the owner.
 - (g) **“limited common property”** means common property designated for the exclusive use of the owners of one or more strata lots;
 - (h) **“majority vote”** means a vote in favour of a resolution by more than one half of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting;
 - (i) **“motor home”** means a motor vehicle designed or used primarily for accommodation during travel or recreation;

- (j) **"occupant"** means a person, other than an owner or tenant, who occupies a strata lot;
- (k) **"owner"** means a person, including an owner developer, who is
- (i) a person shown in the register of a land title office as the owner of a freehold estate in a strata lot, whether entitled to it in the person's own right or in a representative capacity, or
 - (ii) if the strata lot is in a leasehold strata plan, as defined in section 199, a leasehold tenant as defined in that section,
- unless there is
- (iii) a registered agreement for sale, in which case it means the registered holder of the last registered agreement for sale, or
 - (iv) a registered life estate, in which case it means the tenant for life;
- (l) **"operating fund"** means a fund for common expenses that usually occur either once a year or more often than once a year
- (m) **"recreational residence"** means a building similar to a single family residence, which may be either occupied seasonally or full-time by one or more persons
- (n) **"regulations"** means the Strata Property Regulations of British Columbia;
- (o) **"rule"** means a rule of the Strata Corporation;
- (p) **"single Family Home"** Notwithstanding CVRD definition, a House occupied by not more than one family; any detached building consisting of one dwelling unit that is occupied or intended to be occupied as the home or residence of one family;
- (q) **"strata Corporation"** means Strata Corporation VIS 5772;
- (r) **"strata lot"** means a lot shown on a strata plan and everything contained within it that is not part of the common property;
- (s) **"tenant"** means a person who rents all or part of a strata lot, and includes a subtenant but does not include a leasehold tenant in a leasehold strata plan as defined in section 199 or a tenant for life under a registered life estate;
- (t) **"trailer"** means any conveyance for the transport of a boat, bulk materials, personal watercraft, motorcycles, and such which does not have a panel roof;
- (u) **" $\frac{3}{4}$ vote"** means a vote in favour of a resolution by at least $\frac{3}{4}$ of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting;
- (v) **"unanimous vote"** means a vote in favour of a resolution by all the votes of all the eligible voters;

- (2) Each heading, paragraph and subparagraph shall be deemed to be a separate section with the intent that should an Arbitrator or Court of Competent Jurisdiction find that any such heading, paragraph or subparagraph of these bylaws or any amendments is void for uncertainty or is, for any other reason, unenforceable, then such heading, paragraph or subparagraph shall be deemed to be severable and the remaining heading, paragraphs and subparagraphs of these bylaws shall be interpreted so as to be given the broadest meaning possible and all such heading, paragraphs and subparagraphs shall remain in force and effect.

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

1. Payment of strata fees

- 1) Owners must pay strata fees on or before the first day of the month to which the strata fees relate. Owners must authorize electronic auto-debit for payment of their monthly assessments to the Treasurer or Strata Property Manager or arrange to pay using other electronic means.
- 2) If an owner fails to pay strata fees at the required time the strata corporation may charge interest at the rate of 10% per annum compounded annually, such interest shall be deemed to be part of unpaid strata fees for the purposes of Section 116 of the *Strata Property Act*.
- 3) An owner must pay any special levy on or before any due date and in accordance with the payment schedule, if any, instituted by the strata corporation. If an owner fails to pay a special levy by the required time the strata corporation may charge interest at the rate of ten (10%) percent per annum compounded annually, such interest shall be deemed to be part of the unpaid special levy for the purposes of Section 116 of the *Strata Property Act*.
- 4) Funds received from an owner which are not explicitly designated as a payment of strata fees by the owner or by the terms of a pre-authorized debit agreement between the owner and the Strata Corporation, may be applied to existing amounts owed in the following order:
 - a) firstly, against fines, N.S.F fees and the costs of remedying a contravention;
 - b) secondly, against money owed to the Strata Corporation or Section with respect to an owner's liability for payment of the Strata Corporation's deductible or other uninsured loss for which the owner is responsible;
 - c) thirdly, against user fees;
 - d) fourthly, against interest on arrears;
 - e) fifthly against amounts owing on an unpaid special levy;
 - f) sixthly, against amounts owing on unpaid strata fees; and
 - g) lastly, against current strata fees.

2. Repair and maintenance of property by owner

- 1) An owner must repair and maintain the owner's strata lot including any and all buildings or improvements constructed thereon including, without restricting the generality of the foregoing:
 - a) maintain and repair roofs, fascia and gutters, gates and fences;
 - b) maintain and repair the exterior finish of the building including woodwork, hardi-plank, and masonry finishes such as brick and stucco siding;
 - c) cleaning and painting of all exterior surfaces as the same is reasonably required from time to time to maintain the building and improvements in good condition;
 - d) any repairs and maintenance to all fences they erect between strata lots;
 - e) owners when performing maintenance shall only use colours and materials consistent with existing finishes on the buildings and improvements in the strata corporation;
 - f) owners shall not allow debris, hazardous trees, noxious weeds (eg. Cottonwood) or invasive plant species (eg. Scotch Broom, Gorse, Thistle, Ivy) to accumulate on their property including vacant lots.

- 2) An owner:
 - a) is responsible for and must repair, maintain and replace any improvements, alterations and additions made to their strata lot or common property, which they have the benefit of, which were made by them or a previous owner of their strata lot;
 - b) is responsible for any damage to a strata lot, or the common property that is caused by or arises out of the failure to repair, maintain or replace any improvements, alterations and additions made to their strata lot or adjoining common property, which they have the benefit of, which were made by them or a previous owner of their strata lot;
 - c) must remove and replace, or pay for the extra cost of the removal and replacement of any alterations to allow the Strata Corporation to gain access to an underlying building component or underground services for the purpose of repairing or maintaining that component, that the Strata Corporation must repair and maintain under the Strata Property Act or these bylaws;
 - d) must repair any underground service element damaged by them; and
 - e) restore any ditch or culvert filled in (without an engineer's approval) by them or their agents/contractors along common property frontage.

- 3) An owner must promptly carry out all work ordered by any public authority, which relates solely to his strata lot and is not for the general benefit of the Strata Corporation as a whole. If an owner, after receiving the notice or order from a public authority, fails to do the required work by the date specified in the order, the Strata Corporation may pursuant to section 85 of the *Strata Property Act*, enter into the strata lot and carry out the required work on 7 days written notice to the owner, and charge the owner the cost of such work.

- 4) Owners, occupants and tenants must not allow a strata lot to become unsightly, unsanitary, a hazard, or a source of odors or pests, and must not leave, pile, or store unreasonable amounts of personal belongings, compost, garbage, recycling material, in a

strata lot such that it blocks heaters, or access or egress to and from the strata lot, or on common property. The strata corporation may, on fourteen (14) days written notice, enter a strata lot and carry out work to remedy a breach of this bylaw. The Strata corporation may charge back the reasonable costs of the entry and any such remedy al work to the owner.

- 5) Owners must properly maintain their yard areas including weed control. Prior to construction, no owner shall allow debris, noxious weeds or invasive plant species (eg. Scotch Broom, Gorse, Ivy) to accumulate on the vacant lot. Properties are to be cleared of hazardous trees, broom and excessive dry brush. In any case where an owner, tenant or occupant fails to properly maintain their yard, the strata council may serve written notice on them requiring that they undertake such maintenance within a period of fourteen (14) days. If they fail to do such work within the aforesaid time limit, the strata council may have such work done and the costs of doing so shall be paid by the owner of the strata lot in question.
- 6) All garbage / compost must be stored in wildlife proof bins/containers.

3. Use of property

- 1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets contrary to any of the following bylaws:
 - a) In a way that causes unreasonable noise, at any time, or any sustained or repetitive noise that is audible in a neighbouring home between the hours of 11:00 p.m. and 7:00 a.m. For the purposes of this Bylaw, sustained noise will be defined as noise, which lasts more than 1 minute in duration or intermittent noise which when combined together exceeds 5 minutes.

Owners shall not do any of the following between those hours:

- i) use machinery or equipment outdoors;
 - ii) rev vehicle engines including motorcycles, dirt bikes and quads;
 - iii) allow dogs to bark or howl outdoors;
 - iv) use outdoor speakers or amplifiers;
 - v) use musical instruments; or
 - vi) have parties or loud conversations outdoors.
- b) In a way that unreasonably interferes with the rights of another person or other persons to use and enjoy the common property, common assets or another strata lot, and no owner, tenant or occupant shall harass any other person, for the purpose of this bylaw harassing a person shall consist of:
 - i) using threatening, abusive, or insulting words or actions towards them;
 - ii) repeatedly coming to their strata lot when uninvited;
 - iii) repeatedly confronting them in a common area of the strata corporation;

- c) in a way that is illegal, or contrary to any statute, ordinance, bylaw or regulation of any governmental authority whether Federal, Provincial or the Cowichan Valley Regional District;
 - d) in a way that is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- 2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

Restrictions on Use of Strata Lots and Common Property

- 3) Owners, occupants and tenants of a strata lot must not:
- a) Conduct garage / yard sales on more than three days per annum, which days may be set by a Rule of the Council;
 - b) use their strata lot as anything other than a single family home or recreational residence in accordance with the CVRD's zoning;
 - c) leave personal property, of any kind, in or about the common property;
 - d) remove any trees, shrubs or other plants from the common property or plant any trees or place any object on the common property that would damage or otherwise interfere with the views, road visibility, use, enjoyment, maintenance, or upkeep of the common property unless the owner receives written permission from the strata council for such activities or use;
 - e) throw or dispose of any garbage, brush or refuse (including cigarette butts) onto the common property or another person's strata lot;
 - f) permit undeveloped lots prior to the issuance of a building permit to be used for camping or storage of any kind;
 - g) allow camping on a developed lot for more than 2 week intervals at any one time;
 - h) permit more than one motor home, travel trailer, toy hauler or fifth wheel over 5m long or any two of: RV or camper less than 5m long, trailer(s) of any length to be stored outdoors on a developed lot;
 - i) store firewood in a location or volume which may endanger a neighbours' house in the event of wildfire;
 - j) erect fencing that impairs the views from neighbouring houses by either height or substandard design;
 - k) allow trees, shrubs or other vegetation planted on their strata lot to significantly obstruct the scenic view from another strata lot;
 - l) intentionally feed wildlife;
 - m) operate an ATV, motorcycle or similar motorized equipment on strata roads/ common property without both the vehicle and driver holding valid licenses;
 - n) exceed posted speed limits on strata roads.
- 4) Owners, occupants and tenants may not use generators unless the power is out.

- 5) Owners, occupants and tenants of vacant lots shall not engage in the construction of a building until a temporary electrical supply has been secured.

3.1 Pet Restriction

- 1) Owners, occupants and tenants must not keep, or allow to be kept on any property, more than 6 companion animals including not more than 3 dogs over the age of 12 weeks and not more than 3 cats over the age of 12 weeks.
- 2) A person must not keep or breed
 - a) farm animals,
 - b) chickens and/or roosters
 - c) peafowl or
 - d) pigeons.
- 3) Owners, occupants, tenants and visitors must ensure that all animals are leashed, or otherwise secured and accompanied by the pet's owner or handler when on common property, or on land that is a common asset.
- 4) Owners, occupants, tenants and visitors are responsible for the immediate cleanup after their pets when on common property, or land that is a common asset.
- 5) Pets must not cause a nuisance to other strata lot owners, tenants, or occupants.
- 6) Any owner with a pet shall provide particulars of any animal possessed by such owner to the strata council upon request.
- 7) Should the Strata Council receive complaints about a pet or animal (which must be in writing) it will investigate the complaints and if any pet or animal is found to:
 - a) be living in the Strata Corporation contrary to subsections (1) and (2);
 - b) be aggressive to other people or pets;
 - c) have caused damage to the common property; or
 - d) have repeatedly caused a nuisance or unreasonable noise;

the Strata Council may fine the pet or animal's owner, require the owner to muzzle vicious dogs in public (and otherwise keep indoors or provide a secure pen inaccessible to children), repair any damage caused by the pet or animal, or require said owner, occupant or tenant to remove such pet or animal from the Strata Corporation on FOURTEEN (14) days written notice.

3.2. Rental Restriction

- 1) Aside from any strata lots that are leased or rented due to hardship exemptions or to family members, no strata lot in the strata corporation may be rented, or leased to a person who is not a family member of the registered owner. For the purposes of this

bylaw “family member” has the meaning set out in the *Strata Property Act* and *Strata Property Regulations*, namely:

- a) "Family Member" as defined in Div 0, section 1(f) above.
 - b) "Spouse of the Owner" as defined in Div 0, section 1(f) above.
- 2) An owner who wishes to lease or rent his Strata Lot pursuant to a hardship exemption pursuant to section 144 of the *Strata Property Act* shall:
- a) apply in writing to the Strata Corporation for permission to lease or rent pursuant to a hardship exemption and the application shall include the following:
 - i) the reason the owner thinks an exemption should be made and whether the owner wishes a hearing;
 - ii) proposed term of the lease or rental shall not exceed 12 months from the commencement date;
 - iii) Council reserves the right to approve tenants;
 - iv) any other information or documents shall be provided as may reasonably be requested by the Strata Council.
 - b) If the owner requests a hearing, then the Strata Corporation shall:
 - i) hear the owner or the owner's agent within 4 weeks after the date the application is given to the Strata Corporation; and
 - ii) provide its written decision within two weeks of the hearing.
 - c) If the owner does not request a hearing, then the Strata Corporation shall provide its written decision within two weeks of the receipt of the application.
- 3) An application for an exemption shall be allowed if the Strata Corporation does not give its written decision to the owner in the times specified by subsections (2)(b) and (2)(c) above.
- 4) Where an owner leases a strata lot in contravention of this rental restriction bylaw, the owner is subject to a fine of \$500.00 for each seven (7) day period that the Strata Lot is rented in contravention of these Bylaws, and the strata corporation shall take all necessary steps to terminate the lease or tenancy, including, but not limited to, seeking a declaration or court injunction to enforce the bylaw. Any legal costs incurred by the strata corporation to enforce the rental restriction bylaws shall be the responsibility of the contravening owner and recoverable from the owner on a solicitor and own client basis by the strata corporation.
- 5) An Easement agreement with Bayview Village (strata 4663) states that any specific lot owner of The Cottages at Marble Bay and their renters permanently lose access to the 4.5 acre beach front park and wharf area shared with Bayview Village.

3.3 Prohibition against use of strata lot as a short term rental

- 1) For the purposes of this bylaw “short term rental” means:
 - a) the use of all or a part of a strata lot for the accommodation of persons including but not limited to travelers and the vacationing public for periods of under 30 days, and

without limitation includes vacation rentals, executive rentals, boarding, hostel use, hotel and motel use, and bed and breakfast accommodation;

- b) and includes situations involving any of the uses set out in subsection (1)(a) where a license is granted or a rental agreement is entered into for a period of longer than 30 days, where the occupant under the license agreement or tenant under the rental agreement occupies the strata lot for less than 30 days; but
 - c) does not include the accommodation of visitors without receipt of remuneration, or home exchanges where no money changes hands.
- 2) Owners, occupants and tenants may not:
- a) rent, lease, or provide a license of occupancy to all or any part of their strata lot for use as a short term rental; or
 - b) market, list, offer or advertise all or any part of their strata lot as being available for use as a short term rental.
- 3) Where an owner, occupant or tenant contravenes subsection(2)(a) the Council may fine the owner of the strata lot up to \$1,000.00 or such higher amount as then permitted under the *Strata Property Regulation*, for each night the strata lot is used as a short term rental.
- 4) Where an owner, occupant or tenant contravenes subsection(2)(b) the Council may fine the owner of the strata lot up to \$200.00 or such higher amount as then permitted under the *Strata Property Regulation*, for each time the strata lot is advertised or marketed as being available for use as a short term rental.

4. Inform Strata Corporation

- 1) Within two weeks of becoming an owner, an owner must inform the Strata Corporation of the owner's name, strata lot number, phone number, email address (if any) and mailing address outside the strata plan, if any and the name of all persons who are living in the strata lot. The owner must promptly provide written notification to the Strata Corporation of any changes to this information.
- 2) On request by the Council or a Council member, any owner, occupant, tenant or visitor must inform the Strata Corporation of his or her name and in which strata lot they are residing in or visiting.

5. Obtain approval before altering a strata lot or common property

- (1) Before changing, upgrading, modifying, removing, demolishing, constructing, or replacing any of the following:
 - (a) a house or cottage;
 - (b) a garage, shed, or other accessory building larger than 110 square feet;
 - (c) the footprint of an existing cottage, house, shed or other accessory building;
 - (d) the exterior of a building;
 - (e) fences that enclose a yard; and
 - (f) common property;

(herein referred to as an “Alteration”) an owner must first obtain permission in accordance with subsections (4) to (7) below.

Application Procedure

- (2) Owners must apply in writing for permission to carry out an Alteration, at least weeks (4) weeks prior to their proposed start date, such application shall be in writing and shall enclose the following (the "Application"):
- (a) details of the proposed Alteration;
 - (b) detailed plan showing the proposed location of construction of the Alteration and nature of the change, including details of the proposed materials, dimensions and colors;
 - (c) name of proposed contractor(s) (if any) who will perform the work; and
 - (d) any other documents or information which the council may reasonably require in order to grant permission.

Upon receipt of an application for an Alteration, the council shall, in writing, within three (3) weeks from the date of receipt of the Application or an Amended Application:

- (e) request further information;
- (f) approve the Application or Amended Application; or
- (g) reject the Application or Amended Application.

Application Approval

- (3) Unless otherwise approved in writing by the council, owners may only make Alterations that comply with the requirements of the following building schemes registered against the titles to their strata lots, regardless of whether or not such building schemes have expired on their terms:
- (a) Statutory Building Scheme EX044105 on 22 April 2005, as a charge against each of Strata Lots 1 to 12, inclusive;
 - (b) Statutory Building Scheme FB46290 on 9 May 2007, as a charge against each of Strata Lots 13 to 24, inclusive;
 - (c) Statutory Building Scheme FB136727 on 14 January 2008, as a charge against each of Strata Lots 25 to 40; and
 - (d) Statutory Building Scheme FB303290 on 1 October 2009, as a charge against each of Strata Lots 41 to 50, inclusive, at Marble Bay, (each, a "Building Scheme" and, together, the "Building Schemes").
- (4) The council must not unreasonably refuse to permit an owner to make an Alteration that complies with the Building Scheme, and must ensure that any conditions attached to a grant of approval of a proposed Alteration must be proportionate with the type and extent of the proposed Alteration.
- (5) The council, acting reasonably, may grant an exemption to an Owner to any provision of the Building Scheme.

- (6) In the event that the council grants an exemption to the Building Scheme to an Owner, it must report the granting of said exemption in the next council minutes.

Common Property Changes may require owner approval

- (7) An owner, tenant or occupant must not do any act, nor alter the common property, in any manner, which in the opinion of the council will significantly later the use or appearance of the common property without first obtaining a $\frac{3}{4}$ vote of the owners pursuant to section 71 of the *Strata Property Act*.

Conditions for approval

- (8) As a condition of approving an Alteration the council may require an owner to do one or more of the following:
- (a) To submit building proposal, prior to CVRD submission, to ensure compliance with building scheme;
 - (b) produce a copy of a valid building permit to the council prior to the commencement of the work, if required by the Cowichan Valley Regional District,
 - (c) ensure that the work is performed in a good and workmanlike fashion and in accordance with all applicable laws, statutes and bylaws;
 - (d) obtain a $\frac{3}{4}$ vote of the owners at a general meeting for any changes to the use or appearance of the common property that the council deems significant;
 - (e) assume responsibility for any expenses related to the common property Alteration;
 - (f) employ qualified and licensed contractors or subcontractors to perform the work on the common property;
 - (g) if the proposed common property Alteration warrants it, employ, at the owner's expense, a plumber, electrician, gas fitter, architect, engineer, structural engineer, building envelope specialist or other qualified professional, as required in the sole discretion of the strata corporation, to prepare specifications, provide inspection and certification service for the work;
 - (h) cause all work to be conducted in accordance with the strata corporation's bylaws and the noise bylaws of the CVRD so as to not cause a nuisance or disturb the surrounding owners and shall ensure that all work is conducted between the hours of 7:00 a.m. and 6:00 p.m. Monday to Saturday and not on Sundays or public holidays;
 - (i) assume responsibility for all future expenses related to the common property Alteration, including repair, maintenance and replacement costs, plus insurance for the betterment to the satisfaction of the council;
 - (j) remove and clean up any debris left on the common property by the end of each day;
 - (k) provide their own recycling and waste disposal bins and remove them immediately following completion of the Alteration;

- (l) execute an indemnity agreement that reflects and is proportionate to the scope of the proposed common property Alteration, and which is satisfactory to the strata corporation (the “Indemnity Agreement”);
- (m) agree to inform a subsequent purchaser of the strata lot of the terms of the Indemnity Agreement and to make it a condition of any Contract of Purchase and Sale that the subsequent purchaser shall agree to be bound by the terms of the Indemnity Agreement; and
- (n) any other conditions reasonably required in the opinion of the council given the nature of the proposed Alteration.

6. Permit entry to strata lot

- 1) An owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter the strata lot:
 - a) in an emergency, without notice, to ensure safety or prevent significant loss or damage; and
 - b) at a reasonable time:
 - i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation to repair and maintain under these bylaws or insure under section 149 of the Strata Property Act;
 - ii) to ensure compliance with the Act, and the bylaws;
 - iii) to read or service water meters and sewage connections.
- 2) For the purpose of bylaw 6(1)(a):
 - a) an emergency is limited to actual or perceived:
 - i) medical trauma or illness;
 - ii) fire or smoke;
 - iii) water penetration, leakage or flood;
 - iv) structural damage.
 - b) authorized personnel is limited to:
 - i) members of the Council or their appointee;
- 3) In addition to the requirements of bylaw 6(2) in the event of an emergency entry where no one is in the strata lot, the Strata Corporation must provide a written report to the strata lot owner, setting out the details of the entry and the contact information of all persons who entered the strata lot during the emergency entry.
- 4) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.
- 5) An owner, occupant or tenant who refuses or fails to provide access contrary to these bylaws shall be responsible for any damages or additional costs incurred by the Strata Corporation as a result of the failure to permit entry.

Division 2 -- Powers and Duties of Strata Corporation

7. Repair and maintenance of property by Strata Corporation

The Strata Corporation must repair and maintain all of the following:

- a) common assets of the Strata Corporation; and
- b) common property.

Division 3 -- Council

8. Council size and Eligibility

- 1) The Council shall consist of not less than THREE (3) or more than SEVEN (7) members.
- 2) No person shall stand for council or continue to be on council if the Strata Corporation is entitled to register a lien against that person's Strata Lot pursuant to the provisions of the *Strata Property Act*.
- 3) A spouse or family member who is not registered on title to the Strata Lot is eligible for election as a council member and is eligible to sit as a council member if:
 - a) The registered owner(s) of the Strata Lot is not in arrears of strata fees or special levies;
 - b) the owner of the Strata Lot first provides the Strata Corporation with approval in writing; and
 - c) the family member is at least 19 years of age.
- 4) Only one person is eligible to run for election as a Council member at any one time with respect to a particular Strata Lot.
- 5) If a council member is unable to continue to be on council pursuant to subsection (2), then that council member is deemed to have resigned for the purposes of these bylaws and the remaining members of the council may replace that member pursuant to Bylaw 12.
- 6) For the purpose of Bylaws 12 and 16 the size of the Council shall be set at the number of Council members elected at the annual general meeting.

9. Council members' election, terms, and compensation

- 1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- 2) A person whose term as council member is ending is eligible for re-election.
- 3) Members of strata council are to be elected to a term of one year.
- 4) The election of each Council member must be voted on, and to be elected each council member must be elected by a majority of votes cast. Members of Strata council shall have their Strata fees reduced by an amount agreed upon at the AGM prior to the election of Council. Council members owning more than one strata lot shall receive a fee reduction on one lot only.

10. Disclosure of conflict of interest

- 1) A council member who has a direct or indirect interest in a contract or transaction with the Strata Corporation must:
 - a) disclose fully and promptly to the council the nature and extent of the interest;
 - b) abstain from voting on the contract or transaction, and
 - c) leave the council meeting while the contract or transaction is discussed, unless asked by council to be present and provide information while the council votes on the contract or transaction.

11. Removing council member

- 1) The Strata Corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- 2) After removing a council member, the Strata Corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

12. Replacing council member

- 1) If a council member resigns or is unwilling or unable to act for a period of two or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 2) A replacement council member may be appointed from any person eligible to sit on the council.
- 3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- 4) If all the members of the council resign or are unwilling or unable to act for a period of two or more months, persons holding at least 20% of the Strata Corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the *Strata Property Act*, the regulations and the bylaws respecting the calling and holding of meetings.

13. Officers

- 1) At each Annual General Meeting the Strata Corporation members must elect, from among its members, a minimum of president, a vice president, a secretary, a privacy officer and a treasurer.
- 2) A person may hold more than one office at a time if no other candidate comes forth, other than the offices of president and vice president.
- 3) The vice president has the powers and duties of the president
 - a) while the president is absent or is unwilling or unable to act; or
 - b) for the remainder of the president's term if the president ceases to hold office.

- 4) If an officer other than the president is unwilling or unable to act for a period of two or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.
- 5) The Council may remove an officer from his or her position as an officer by a majority vote of the Council.
- 6) If the Council removes an officer from his or her position, an election must be held immediately after to replace the Officer.

14. Calling council meetings

- 1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- 2) The notice has to be in writing.
- 3) A council meeting may be held on less than one week's notice if the notice is provided to all council members and:
 - (a) at least 2/3 of the council members consent in advance of the meeting; or
 - (b) the meeting is required to deal with an emergency situation and 2/3 of council members either:
 - (i) consent in advance of the meeting; or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.
- 4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

15. Requisition of council hearing

- 1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- 2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month of the request.
- 3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

16. Quorum of council

- 1) A quorum of the council is
 - a) 2, if the council consists of 3 or 4 members;
 - b) 3, if the council consists of 5 or 6 members;
 - c) 4, if the council consists of 7 members.
- 2) Council members must be present in person at the council meeting to be counted in establishing quorum.
- 3) For the purposes of these bylaws, a council member attending a meeting by electronic means is deemed to be present in person.

17. Council meetings

- 1) At the option of the Council, council meetings may be held, or council decisions made by electronic means including conference telephone calls, so long as all council members and other participants can communicate with each other during the meeting or during the course of the decision making process.
- 2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- 3) Owners may attend council meetings as observers but may not speak or address the council unless invited to do so by the Council.
- 4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
 - a) Bylaw or rule contravention or alleged contravention hearings under section 135 of the Act;
 - b) rental restriction bylaw exemption hearings under section 144 of the Act;
 - c) outstanding strata fees, fines or special levy against a strata lot owner;
 - d) council hearings conducted under bylaw 14, or sections 34.1 and 135 of the *Strata Property Act*;
 - e) any legal action being considered against a strata lot owner or resident;
 - f) any costs being levied against a strata lot owner for repair work; and
 - g) ongoing negotiation with a third party, where public knowledge of such negotiations might jeopardize the interests of the owners.
- 5) For the purpose of these bylaws electronic includes but is not limited to video conferencing, telephone, teleconferencing, or any other method which permits all persons participating in the meeting to communicate with each other.
- 6) All written electronic communication, including but not limited to emails or text messages, issued during the course of a meeting by electronic means shall be deemed to be a part of the Council's meeting minutes and records.
- 7) Audio and/or visual recording is prohibited during Council meetings, without prior approval of the majority of council members.
- 8) Audio and/or visual recording is prohibited during Council meetings dealing with matters outlined in subsection (4) or Council hearings granted under bylaw 14. An exemption to this bylaw may be granted if all parties consent to the recording of the meeting prior to its commencement.

18. Voting at council meetings

- 1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- 2) If there is a tie vote at a council meeting, the president, or if the president is absent the vice president, may break the tie by casting a second, deciding vote.
- 3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

- 4) A resolution of the council may be passed without a meeting if written notice of the resolution is sent to all council members, and at least 2/3 of the council members entitled to vote on the resolution consents to it in writing. A consent in writing under this section may be by a signed document, fax, email or any other method of transmitting legibly recorded messages. A consent in writing may be in two or more counterparts which together are deemed to constitute one consent in writing. A resolution of the council passed in accordance with this section is effective on the date stated in the consent in writing and is deemed to be a proceeding at a council meeting and to be as valid and effective as if it had been passed at a council meeting that satisfies all the requirements of the Act and these bylaws relating to council meetings.

19. Council to inform owners of minutes

- 1) The Council must inform owners by providing copies of the minutes of all council meetings within two weeks of the meeting.
- 2) The Council's minutes shall record all decisions made by the council including decisions under bylaw 17(4), but need not include the exact discussion leading up to any votes.
- 3) Council's minutes regarding matters listed in bylaw 17(4) shall not reveal any personal information about an identifiable individual including the individual's strata lot number.

20. Delegation of council's powers and duties

- 1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- 2) The council may delegate its spending powers or duties, but only by a resolution that:
 - a) delegates the authority to make an expenditure of a specific amount for a specific purpose; or
 - b) delegates the general authority to make expenditures in accordance with subsection (3).
- 3) A delegation of a general authority to make expenditures must:
 - a) set a maximum amount that may be spent; and
 - b) indicate the purposes for which, or the conditions under which, the money may be spent.
- 4) The council may not delegate its powers to determine, based on the facts of a particular case:
 - a) whether a person has contravened a bylaw or rule; or
 - b) whether a person should be fined, and the amount of the fine; or
 - c) whether a person should be denied access to a recreational area or facility.
- 5) No member of the Council shall act unilaterally except in the case of an emergency and where such unilateral action is required to ensure safety or prevent significant loss or damage.

21. Spending restrictions

- 1) A person may not spend the Strata Corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- 2) Pursuant to Section 98(2) of the *Strata Property Act SBC 1998, (Chapter 43)*, the Council may not make an expenditure that is not provided for in the budget or approved by a 3/4 vote unless the total annual amount of all such expenditures during the fiscal year is less than five percent (5%) of the annual operating budget and has been approved by a majority resolution of the Council
- 3) Notwithstanding subsections (1) and (2) the Council may spend the Strata Corporation's money to repair or replace common property, common assets or those parts of a strata lot that the Strata Corporation must repair and maintain, if repair or replacement is required immediately to ensure safety or prevent significant loss or damage, whether physical or otherwise.
- 4) Any expenditure under subsection (3) must not exceed the minimum amount needed to ensure safety or prevent significant loss or damage.
- 5) The Strata Corporation must inform owners as soon as feasible about any expenditure made under subsections (2) or (3).

22. Limitation on liability of council member or volunteer

- 1) A council member, or a volunteer who has been delegated duties by the Council in writing ("a Volunteer"), who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- 2) Subsection (1) does not affect a council member's or Volunteer's liability, as an owner, for a judgment against the Strata Corporation.
- 3) All acts done by the council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of council, as valid as if the council member had been duly appointed or had duly continued in office.
- 4) The Strata Corporation will obtain and maintain errors and omissions insurance for a minimum amount of \$1,000,000 for the council members against their liability and expenses for errors and omissions made in the exercise of their powers and performance of their duties as council.
- 5) Each Council member or Volunteer shall be indemnified and saved harmless by the Strata Corporation against any and all liability and costs, including legal costs as between a solicitor and his/her own client, for any acts or omissions while he or she was carrying out his or her duties as a member of the Council or Volunteer.
- 6) Notwithstanding subsections (1) and (5), there shall be no indemnity if a Council member or Volunteer commits willful misconduct, fraud, gross negligence, or wrongful exercise of authority in the performance of his or her duties.

Division 4 -- Enforcement of Bylaws and Rules

23.0. Bylaws and Enforcement Options

- 1) Owners, occupants, tenants and visitors are required to comply with both CVRD and Strata 5772 Bylaws as amended from time to time.
- 2) Complaints regarding the breach of bylaws may only be submitted to the Council in writing. The Council will not entertain, investigate or act upon verbal complaints.
- 3) The Council must respond to complaints within 4 weeks of the receipt of the same.
- 4) Pursuant to section 135 of the *Strata Property Act*, Council must abide by the following procedure when dealing with alleged bylaw and rule violations:
 - a) if the alleged offender is a council member, that member must excuse himself or herself from the complaint process, unless all strata lot owners are on the council;
 - b) the council must give the alleged offender written notice of the complaint;
 - c) if the alleged offender is a tenant, the council must also give the owner written notice of the complaint;
 - d) if the council decides to proceed with enforcement, the notice of complaint must give the alleged offender a reasonable opportunity to respond to the complaint, including an opportunity to respond at a hearing, if requested; if the alleged offender wants to request a council hearing or provide a written response, then such person must do so within 2 weeks of the receipt of the notice of complaint;
 - e) if the alleged offender requests a hearing, the council must provide the hearing within one month of the request;
 - f) if a hearing is held or the alleged offender has answered or been given a minimum of two weeks to answer the complaint, the council must then decide whether a bylaw or rule has been breached by the alleged offender;
- 5) The Council must provide the alleged offender with its decision within two weeks of receiving the alleged offender's written response or the holding of the hearing.
- 6) If the Council decides that a bylaw or rule has been breached, it must give written notice of its decision to:
 - i) the offender or alleged offender; and
 - ii) the owner, if the offender or alleged offender is a tenant.
- 7) The Strata corporation may, after complying with subsections (3) to (6):
 - a) fine the responsible owner or tenant a maximum of:
 - i) up to TWO HUNDRED DOLLARS (\$200), at the discretion of the Council, for each contravention of a bylaw (save and except for a breach of a rental restriction bylaw, or a breach of a short term rental / transient accommodation bylaw);

- ii) up to FIFTY DOLLARS (\$50), or such higher amount as permitted by the *Strata Property Regulation*, at the discretion of the Council, for each contravention of a rule;
 - iii) up to FIVE HUNDRED DOLLARS (\$500), or such higher amount as permitted by the *Strata Property Regulation*, for a breach of the Rental Restriction Bylaw; and
 - iv) up to ONE THOUSAND DOLLARS (\$1,000), or such higher amount as permitted by the *Strata Property Regulation*, a night for a breach of the short term rental / transient accommodation bylaw .
- b) do what is reasonably necessary to remedy a contravention of its bylaws or rules, including:
- i) entering into and doing work on or to a strata lot, the common property or common assets, and,
 - ii) removing objects from the common property or common assets.
- c) charge the reasonable costs of remedying the contravention to the person who may be fined for the contravention under section 130;

23.1 Continuing contravention

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

23.2 Small Claims, Forced Sale and CRT Actions

- 1) The Council may commence and prosecute small claims actions for the recovery of any monies owing to the Strata Corporation without the necessity of having the same approved by a THREE-QUARTER (3/4) vote.
- 2) The Council may make a request under section 4 of *the Civil Resolution Tribunal Act* asking the civil resolution tribunal to resolve a dispute concerning any strata property matter over which the civil resolution tribunal has jurisdiction, without the necessity of having the same approved by a THREE-QUARTER (3/4) vote, and may pursuant to section 96 of the *Strata Property Act* expend funds from the contingency reserve fund on the legal fees and disbursements up to \$5,000 per case, to conduct the proceedings. If no resolution is met.
- 3) The Council may commence and prosecute a forced sale action against any owner who is in arrears of strata fees or special levies, without the necessity of having the same approved by a THREE-QUARTER (3/4) vote, and may pursuant to section 96 of the *Strata Property Act* expend funds from the contingency reserve fund on the legal fees and disbursements up to \$7,500 per case, to conduct the proceedings.

23.3 Full Indemnity For Enforcement Costs

- 1) Should the strata corporation undertake any work, legal action with respect to a breach by an owner, tenant or occupant of any strata lot of the Strata Property Act, the Strata Property

Regulations, the bylaws or rules or any amendments thereto, then the responsible owner or tenant shall be liable for and shall pay the reasonable costs of remedying the contravention, and all of the strata corporation's legal costs incurred on a solicitor and own client basis and shall pay the same within SEVEN (7) days of receipt of a demand from the council.

- 2) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the council pursuant to the Act or these bylaws, shall become part of the assessment of the responsible owner or tenant and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.
- 3) Legal action in this section includes any services provided to the strata corporation by a lawyer whether or not court or administrative proceedings of any kind are ultimately commenced.
- 4) Such legal costs once incurred by the strata corporation, whether or not then paid by the strata corporation, shall be added to and become part of the assessments of that owner or tenant for the month next following.

Division 5 -- Annual and Special General Meetings

24.1 Quorum for annual or special general meeting

- 1) Pursuant to Section 48 of the *Strata Property Act*, the quorum for all Special and Annual General Meetings shall be ONE THIRD (1/3) of the eligible owners.
- 2) Notwithstanding Section 48(3) of the Act, if within 15 minutes from the time appointed for an annual or special general meeting a quorum is not present, then the meeting shall stand adjourned for a further 15 minutes from the time appointed and, if at that time a quorum is still not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.
- 3) At the discretion of Council, the meeting may be postponed up to 14 days if quorum isn't met.

24.2. Person to chair meeting

- 1) Annual and special general meetings must be chaired by the president of the council.
- 2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.

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

25. Participation by other than eligible voters

- 1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- 2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- 3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

26. Voting

- 1) At an annual or special general meeting, voting cards displaying the lot number, must be issued to eligible voters and registered proxy holders.
- 2) At an annual or special general meeting a vote shall be decided by a show of voting cards, unless an eligible voter requests a precise count.
- 3) If a precise count is requested, the chair must decide whether it shall be by:
 - a) show of voting cards;
 - b) roll call, which means that each strata lot number will be called by the chairperson and the person holding the vote for that strata lot will be asked how the vote for that strata lot is to be cast;
 - c) ordinary ballot, which means that owners will fill out their ballot at their chairs and a ballot box will be passed around for collection of those ballots;
 - d) secret ballot, which means ballots will be filled out and deposited at a voting station; or
 - e) some other method.
- 4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- 5) If there is a tie vote at an annual or special general meeting, then:
 - a) the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote; or
 - b) if neither the president nor the vice president of the council casts a second deciding vote, the chair elected in accordance with bylaw 24.2(3) may break the tie by casting a second, deciding vote, but only if that person is also an eligible voter.
- 6) Despite anything in this section, an election of Council or any other vote must be held by:
 - a) secret ballot, if the secret ballot is requested by a majority of eligible voters;
 - or

- b) acclamation if there is only one candidate.
- 7) The vote for a strata lot may not be exercised, except on matters requiring a 80% or unanimous vote, if the strata corporation is entitled to register a lien against that strata lot under section 116 (1) of the Strata Property Act. The strata lot's vote must not be considered for the purposes of determining a quorum in accordance with section 48 or for the purposes of sections 43 (1), 46 (2) and 51 (3) of the *Strata Property Act*.

27. Order of business

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

27.1 Holding general meetings by electronic means

Permission to hold electronic meetings

- 1) The Strata corporation may hold a general meetings by electronic means or allow attendance at a general meeting by electronic means including: Skype, Zoom, Google Hangouts, GoToMeeting, Microsoft Team Meetings or some similar service, so long as council members, eligible voters and other participants can communicate with each other in real time.

Notice of electronic meetings

- 2) The Strata corporation must specify which electronic means it intends to hold the general meeting by, in the notice of meeting.
- 3) The Strata corporation must specify how voters may attend the meeting in the notice of meeting.

Attendance in person and by proxy

- 4) Eligible voters may only attend a general meeting held by electronic means by proxy or in person in the manner or manners specified in the notice of meeting.
- 5) If an eligible voter attends a general meeting by electronic means in the manner specified in the notice of meeting, then such voter is deemed to be present in person.
- 6) Eligible voters who wish to attend a general meeting held by electronic means by proxy must deliver a copy of their proxy to the council at least 24 hours before the meeting's start.
- 7) Eligible voters attending an electronic meeting in person by electronic means acknowledge and accept that the risks associated with such attendance including but not limited to:
 - a) a loss of privacy;
 - b) connection and other technological problems;
 - c) an inability to participate in discussions; and
 - d) an inability to vote.
- 8) Eligible voters who attend general meetings by electronic means are responsible for the manner or manners in which they attend and the Strata corporation is not responsible for the quality or consistency of their connection or their inability to connect.

Registration and quorum at electronic meetings

- 9) Eligible voters must announce themselves, provide their name and strata lot number when joining the electronic meeting.
- 10) Eligible voters must provide proof of their identity if requested to do so by the Council.
- 11) Quorum will be determined by the number of eligible voters attending in person by the specified manner or manners or by proxy.
- 12) The council will keep a register and tally of eligible voters attending in person and by proxy and update it as the meeting progresses.
- 13) If an eligible voter loses their connection to the meeting:
 - a) their vote will not be counted towards quorum for any period that they are absent from the meeting; and
 - b) the meeting will continue in their absence unless their absence results in a loss of quorum.

Voting at electronic meetings

- 14) Voting at electronic meetings will be carried out by roll call.
- 15) The council will:
 - a) tally the votes cast for and against on each resolution and who cast them, and
 - b) announce the result of each vote.
- 16) Eligible voters who attend a general meeting by electronic means waive their right to:
 - a) demand a secret ballot be held; and
 - b) secrecy or anonymity of the voter's vote.

- 17) Subject to subsection (18), all other bylaws pertaining to the calling and holding of general meetings continue to apply.
- 18) Where a conflict exists between a section or subsection of this bylaw and any other bylaw, the provisions of this bylaw take precedence over the other bylaw.

Division 6 -- Voluntary Dispute Resolution

28. Voluntary dispute resolution

- 1) A dispute among owners, tenants, the Strata Corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if:
 - a) All the parties to the dispute consent; and
 - b) the dispute involves the Act, the regulations, the bylaws or the rules.
- 2) A dispute resolution committee consists of:
 - a) One owner or tenant of the Strata Corporation nominated by each of the disputing parties and one owner chosen to chair the committee by the persons nominated by the disputing parties; or
 - b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- 3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 -- Miscellaneous

29. Sale of Strata Lots

- 1) Owners shall not place more than two "FOR SALE" signs of standard size in or about their strata lot or the common property. Signs must be removed within one month of sale (during which time a SOLD sign must be added) or immediately if the property is withdrawn from the market.
- 2) Realtors and owners may display an "Open House" sign during the hours of the open house only.

30. Garbage and Recycling

- 1) Owners, occupants, tenants and visitors may only place regular household, non-hazardous garbage in designated garbage bins.
- 2) Owners must:
 - a) pre-sort recyclable materials as indicated on list and deposit in designated recycle bin;
 - b) flatten cardboard and boxes before placing it into the bin;
 - c) not dump or leave recyclable materials in the garbage bin;
 - d) not dump or leave furniture, organic yard waste or construction debris in the Strata Corporation's garbage or recycling bins; and

- e) remove and properly dispose of any refuse other than normal garbage and normal recyclable material, at the owner’s, occupant’s or tenant’s own cost.
- 3) In the event that an owner’s, occupant’s, or tenant’s dumping results in the Strata Corporation being fined, up-charged, or subjected to additional costs by its garbage / recycling service provider then the Strata Corporation may, in addition to any fine imposed by the Strata Corporation, invoice the responsible owner or tenant the amount of the fine, up-charge or additional costs imposed on the Strata Corporation.

31. Water Restrictions

1) Owners are to adhere to Staged Schedule of water restrictions in table below:

	STAGE 1	STAGE 2	STAGE 3
Effective Date	May 01 to October 31	As Required	As Required
Watering Times	7:00am - 9:00am OR 7:00pm - 9:00pm	7:00am - 9:00am OR 7:00pm - 9:00pm	Not Permitted
Even Numbered Lots	Even days	Wednesday & Saturday	
Odd Numbered Lots	Odd days	Thursday & Sunday	
Watering New Lawn	Same as above		
Hand Watering Trees, shrubs and gardens with hose with spring-loaded nozzle or bucket	Hand water between 7:00am - 9:00am OR 7:00pm - 9:00pm 2 hours per day maximum - Restricted	Hand water between 7:00am – 9:00am OR 7:00pm – 9:00pm 1 hour per day maximum- Restricted	
Micro-drip Irrigation*	Restricted - maximum 4 hours per day	Restricted – max 2 hours/day	
Filling Hot tubs	Restricted	Not Permitted	
Washing vehicles or boats	Restricted		
Washing Driveways, houses and sidewalks	Restricted		

* Only a system using less than 20 gallons per hour at less than 25 psi to deliver water to the root zone of the plant material is considered to be Micro irrigation or Drip irrigation

- 2) The Water utility may, at its discretion impose Stage 1, 2, 3 watering restrictions to conserve water at certain times of the year.

Effective Dates of Stages and Restrictions:

- 3) The water utility may:
 - a) amend the effective period of time for Stage 1; or
 - b) terminate or bring into effect a Stage more restrictive than Stage 1 at any time of the year for a period of time;
 - c) a stage will remain in effect until it is terminated by the Water Utility or until commencement of another Stage

Notice

- 4) The Water Utility shall give Notice or cause Notice to be given to users of the waterworks system of the applicable Stage determined and its effective dates of commencement and termination when determined by the Water Utility.

Irrigation

- 5) The installation and use of underground irrigation systems are prohibited.

Division 9 -- Parking and Storage

32. Parking and Storage

- 1) Subject to loading and unloading as referred to below all owners, tenant's and occupant's motor vehicles shall only be parked in garages or in their driveway and in no case shall a vehicle overhang into the common property roadways. Exceptions will be made when snow is expected/accumulated or other extenuating circumstances arise.
- 2) No repair work of any kind shall be undertaken on any motor vehicle on the common property and shall only be undertaken by an owner in his/her garage or on their driveway.
- 3) Only licensed motor vehicles shall be parked in the common property parking areas and in no case shall recreational vehicles of any kind or boats be parked in this area without the written consent of the strata council. For the purposes of this bylaw "recreational vehicles" shall include all trailers, tent trailers, fifth wheel trailers and motorhomes.
- 4) Owners, tenants and occupants must not use the roadside parking except for loading and unloading.
- 5) All vehicles parked in roadside parking must also be licensed and insured.
- 6) Visiting recreational vehicles may park on common property with written consent of Council.
- 7) No motor vehicle shall be parked in such a manner as to restrict or prevent access to all strata lots by emergency vehicles or in such a manner as to create a safety hazard or so as to restrict vision.

- 8) An owner, occupant, tenant or visitor must clean up any spilled or leaked automotive fluids on the common property and are responsible to make good any damage caused by such leaks or spills.
- 9) The Council shall provide written notice of any violation of this bylaw to the vehicle owner by leaving the notice of violation on the vehicle, and if the infraction is not corrected within twenty four (24) hours from the date of delivery of such notice, the Council, in addition to any other rights which it may have, shall have the right to tow any vehicle which violates this bylaw, fine the owner, or both.
- 10) The owner or tenant who caused or permitted the infraction of these bylaws shall indemnify the Strata Corporation and save it harmless from and against all costs incurred by the Strata Corporation, including towing costs, legal costs, as between a solicitor and his own client, and any other reasonable costs.

Division 10 -- Insurance and Risk Allocation

33. Insurance and Risk Allocation

- 1) The Strata Corporation shall obtain an independent appraisal of the property from a qualified appraiser every three years for the purposes of determining full replacement value pursuant to section 149(4)(a) of the *Strata Property Act*.
- 2) For purposes of section 149(4)(b) of the *Strata Property Act*, the Strata Corporation shall obtain adequate insurance on an annual basis to cover other perils, including:
 - a) earthquake insurance; and
 - b) Directors' and Officers' Liability Insurance for a minimum amount of \$1,000,000.00.
- 3) Subject to the regulations and this bylaw, the payment of an insurance deductible in respect of a claim on the Strata Corporation's insurance is a common expense to be contributed to by means of strata fees calculated in accordance with section 99(2) or 100(1).
- 4) Despite any other section of the Act or the regulations, Strata Corporation approval is not required for a special levy or for an expenditure from the contingency reserve fund to cover an insurance deductible required to be paid by the Strata Corporation to repair or replace damaged property, unless the Strata Corporation has decided not to repair or replace under section 159.
- 5) An owner shall reimburse the Strata Corporation maintenance, repair or replacement costs plus any losses or damages to an owner's strata lot, the common property, the limited common property or the contents of same, if:
 - a) That owner is responsible for the loss or damage; or
 - b) if the loss or damage arises out of or is caused by or results from an act, omission, negligence or carelessness of:
 - i) that owner; or
 - ii) any member of the owner's family; or
 - iii) the owner's pet(s); or

- iv) the owner's guests, employees, contractors, agents, tenants, volunteers, or their pets;
but only to the extent that such expense is not met by the proceeds received from any applicable insurance policy, excluding the insurance deductible which is the responsibility of the owner.
- 6) For greater certainty, an owner or tenant is responsible to pay amounts due under this bylaw:
 - a) even if that owner or tenant is not negligent and such responsibility shall be construed as a strict liability standard for purposes of payment of the insurance deductible pursuant to section 158(2) of the Act; and
 - b) even in the event that the loss or damage is covered by the Strata corporation's insurance but the Strata corporation does not make a claim against its insurance.
- 7) An owner shall indemnify and save harmless the Strata Corporation from any cost or expense for repair, maintenance or replacement to the strata lot, common property or limited common property, including legal costs as between a solicitor and his own client, that the owner is responsible for, but only to the extent that such expense or cost is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and for purposes of this bylaw will be charged to the owner.
- 8) For purposes of this bylaw, the lesser of the amount of the damages or the insurance deductible plus any uninsured repair costs and related legal costs shall be charged to the owner and shall become due and payable as part of that owner's monthly assessment on the first of the month following the date on which the expense was incurred.
- 9) No owner shall be entitled to claim any compensation from the Strata Corporation for any loss or damage to the property or person of the owner arising from any failure of the common property or any part thereof, unless such loss or damage resulted from the negligent act or omission on the part of the Strata Corporation, its employees or agents.

TECHNICAL MEMORANDUM

TO: Derrice Knight, President
Strata VIS 5772
E-MAIL: derrice.l.knight@gmail.com

FROM: Dennis Lowen, P. Eng., P. Geo.
LHC Project No: 2113 E-MAIL: dl@lowenhc.ca

RE: Production Well Deepening, The Cottages at Marble Bay, BC
DATE: July 15, 2022
NO. OF PAGES: 5

Message:

Lowen Hydrogeology Consulting Ltd. (LHC) was retained by the Strata VIS 5772 in August 2021 to provide hydrogeology consulting services to assist in restoring the Strata water supply capacity. Well WID 13290, the Strata's main water source, had suffered a loss of capacity dropping from the original 15-17 USgpm to an estimated 5-6 USgpm. Also, the well rest water level had dropped from 50 feet to approximately 440 feet. Apparently the well had been extracting more water than the fractured rock aquifer could provide.

Three options for increasing the water supply were considered:

1. Drilling a new well somewhere on the Strata's land.
2. Deepening the existing well, WID 13290.
3. Hydraulic stimulation of the existing well fractures with ultra-high pressure water injection.

Option 1 was considered high risk as there had been previously drilled dry holes on the property. Also, there are a limited number of suitable drilling sites on the Strata's lands, and a new water license would be required.

Option 3 was considered possible but experience with hydraulic fracturing indicated it would be less likely to be successful than option 2. Deepening existing bedrock wells to improve yield is a frequently used strategy and offered the best chance for success. A drilling company was contracted, Fyfe Well and Water Services of Qualicum Beach, and the well was deepened to 1000 feet (304.8 m) from 525 feet (160.0 m) between June 1 and June 3, 2022.

The subject well was pumped on May 30, prior to deepening, and then on June 7, after deepening. The short, one hour, tests are not reliable to calculate the long-term well capacity but can be used to compare well performance before and after deepening.

The first test removed 252.7 gallons in 62 minutes for an average flow of 3.03 USgpm. The well drew down 78.25 feet (23.85 m) in the first test and only 22.43 feet (6.84 m) in the second test. Calculating the well specific capacities (USgpm/feet of drawdown) we get 0.052 and 0.175 for the tests respectively. The specific capacity has increased 3.3 times or 330% due to the deepening. Also, the static water level is 32.28 feet (9.84 m) higher, measured after deepening. This is a significant improvement; long-term water level monitoring will confirm if the deepened well can provide a sustainable supply for the Strata.

A revised well diagram for WID 13290 is attached as Attachment #1. The pre and post deepening pumping test graphs are provided in Attachment #2.

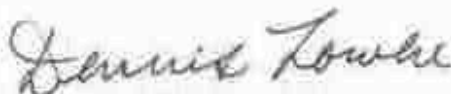
Conclusions and Recommendations

- 1 Deepening the subject well has significantly increased its production capacity. A short-term test indicates at least a 300% improvement. There were no large fractures observed, in the deepened section of the borehole, however testing before and after the deepening indicates that the deepened section has augmented the well capacity.
- 2 The current pump setting, 500 feet (152.4 m) below ground, is appropriate. The main water bearing zone that supplies this well was encountered between 445 (135.64 m) and 485 (147.83 m) feet below surface. The pumping water level in the well should not be allowed to go below this zone. Therefore, there is no need to lower the pump below its present 500 feet (152.4 m) depth. Lowering the pump will not increase the well capacity. The additional small fractures encountered between 525 feet (160.0 m) and 1000 feet (304.8 m) have artesian pressure that propels the water up to the pump level. The well was tested with the pump at 500 feet (152.4 m) and the increased capacity is evident.
- 3 A water level logger was installed in the well between June 7 and 20th. the well was pumped between June 16th and 20th. See Attachment 3 for the observed water levels. The well water level remained at least 72.18 feet (22 m) above the pump during the period of observation. The water level also remains above the main fractured zone.
- 4 A permanent water level monitoring device should be installed in the well.
- 5 If, in future, water levels are observed dropping to the pump level or below the main fracture zone, we recommend hydraulic stimulation to further rehabilitate the well.

If you have any questions or require any further information, please contact the undersigned.

Best regards,

LOWEN HYDROGEOLOGY CONSULTING LTD.



Dennis Lowen, P. Eng., P. Geo.
DL/MD/iv



July 15, 2022



Attachment #1

Memo: Production Well Deepening, July 15, 2022
The Cottages at Marble Bay, BC

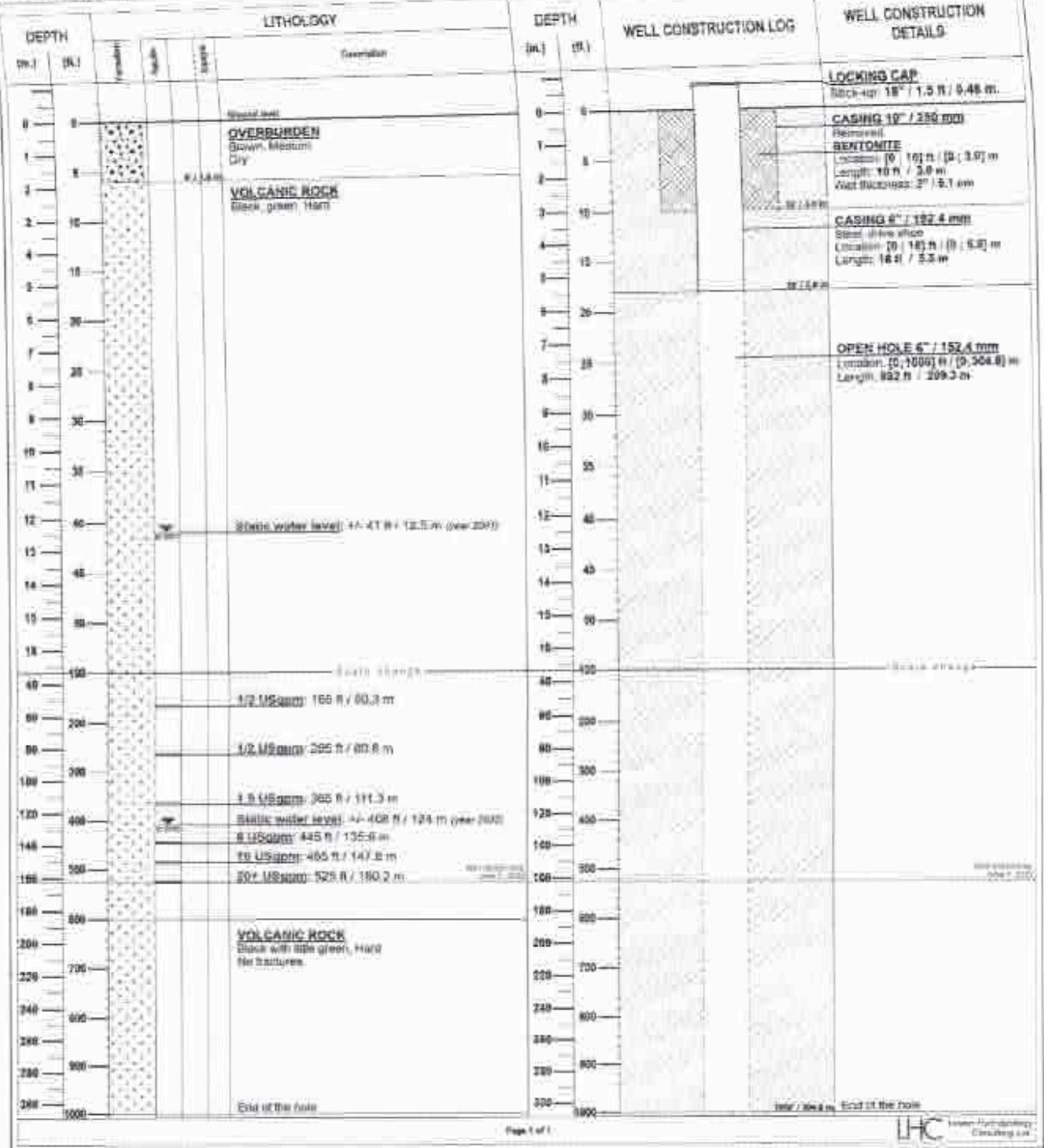
WELL DIAGRAM - WID 13290

WELL LOG RECORD / WELL CONSTRUCTION DESIGN

Well name: WID 13290 (well project ref. R2001-04)
Well location: 50 NE MARLETTE
Well coordinates: QUADRS: UTM (N) E-41T38E N-541044E
Owner: BAYE Holdings Ltd
Ground elevation: 41-670 ft / 204 m

Well depth: 1000 ft / 304.8 m
Method of drilling: Air rotary
Method of development: Air lifting (3 USgpm)
Static water level: 41-408 ft / 124.4 m
Estimated well yield: 3 USgpm / 18.6 m³/d

Well use: Water supply system
Drilling date: Feb 2001 (0-820)
Jun 2022 (029-1000)
Drilling contractor: Drilltek Enterprises Ltd
Checked by: LMC Ltd.

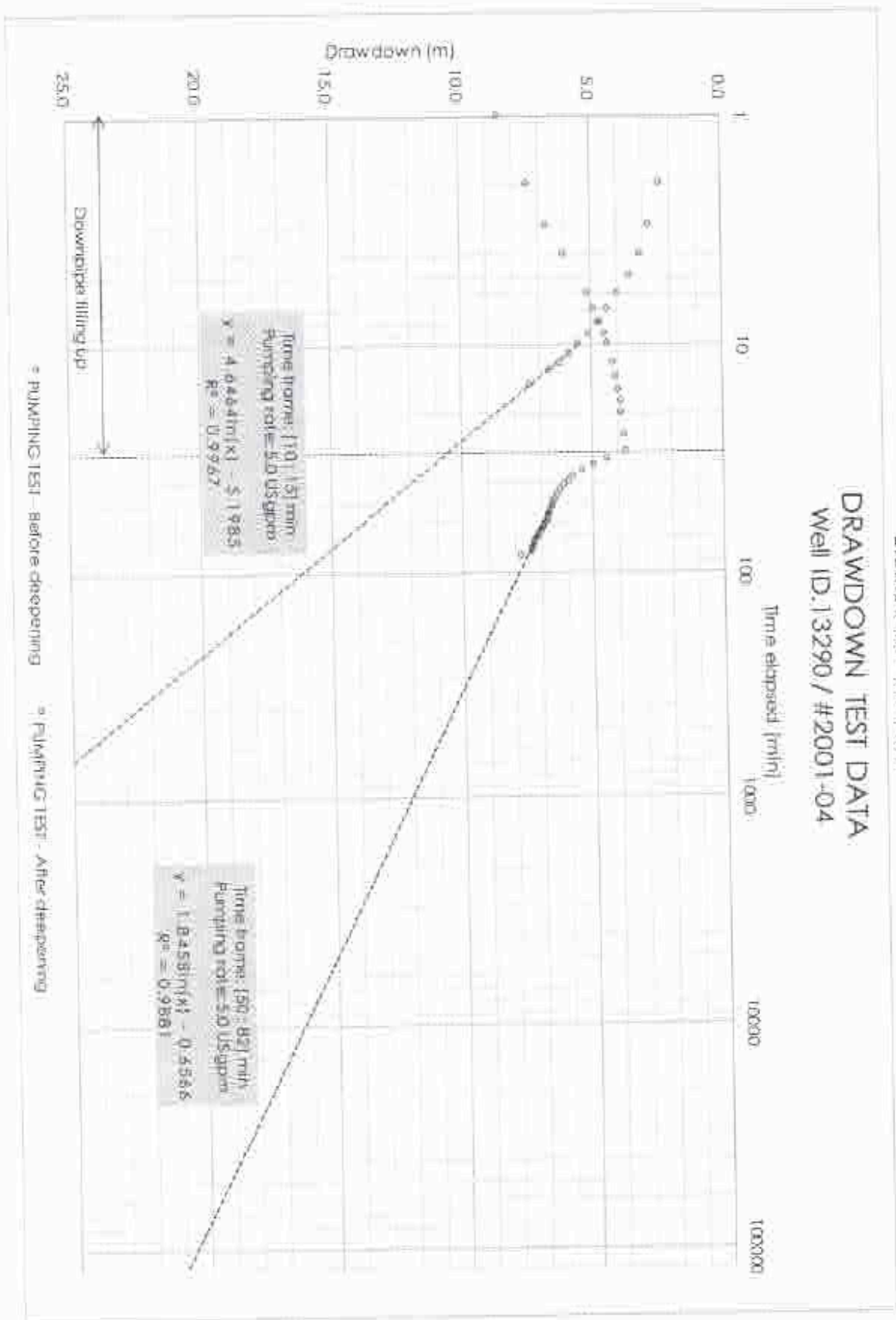


Attachment #2

Memo: Production Well Deepening, July 15, 2022
The Cottages at Murtle Bay, BC

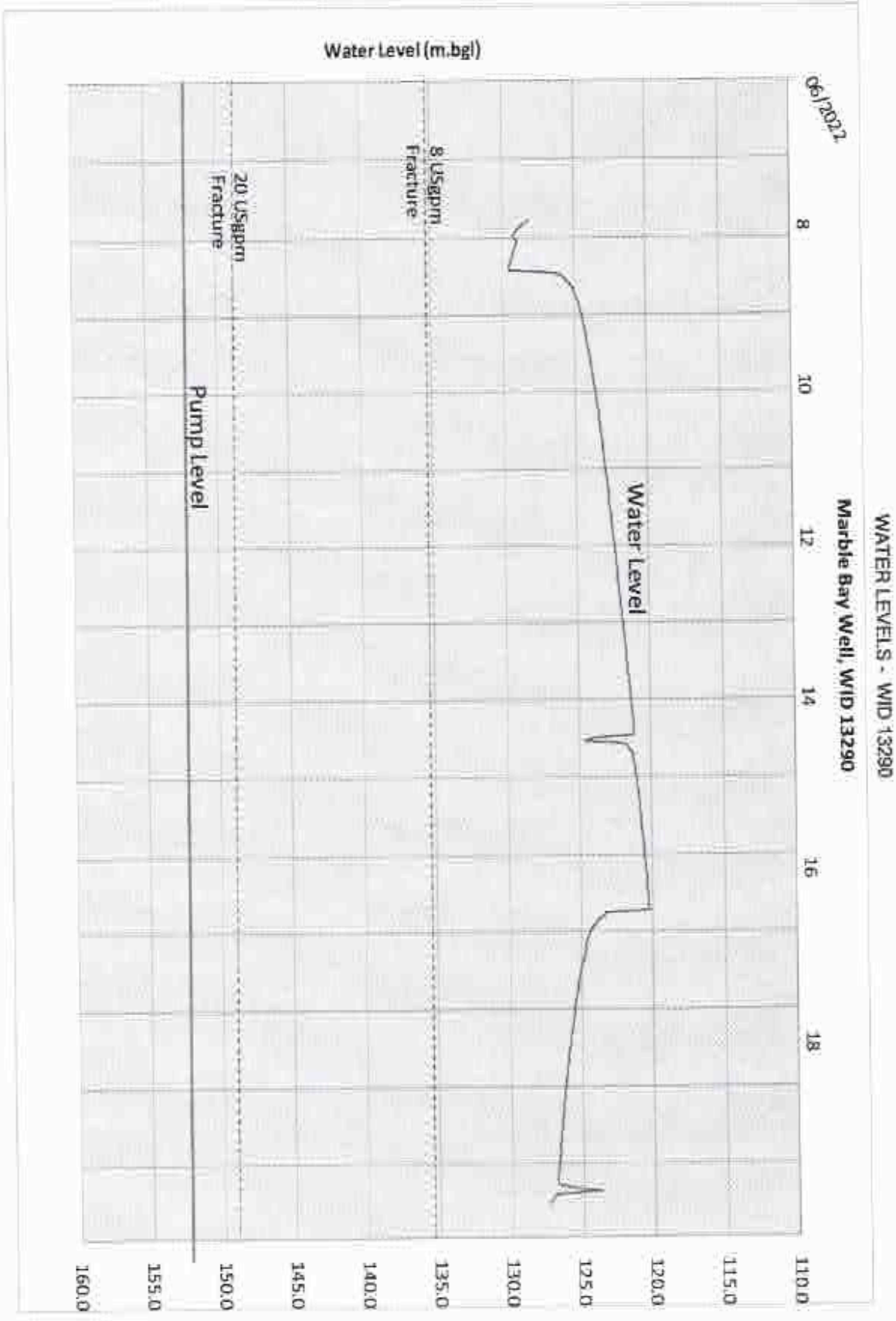
DRAWDOWN - WID-13290

DRAWDOWN TEST DATA
Well ID: 13290 / #2001-04



Attachment #3

Memo: Production Well Deepening, July 15, 2022
The Company at Marble Bay, BC



GEOTECHNICAL ASSESSMENT

Proposed Cottage and Detached Garage
Strata Lot 11 Nighthawk Road
Lake Cowichan (CVRD), BC

Legal Addresses:

Strata Lot 11, Block 180, Cowichan Lake
District, Strata Plan VIS5772, PID: 026-
279-533

Prepared For:

Mr. Gary Taylor
arcticpalmco@yahoo.com

Attention:

Mr. Gary Taylor

April 14, 2020

File No.: F8014.01

Revision No.: 01

Prepared by: Jeff Scott, P.Eng.

Reviewed by: Chris Hudec, M.A.Sc., P.Eng.

Lewkowich Engineering Associates Ltd.

1900 Boxwood Road

Nanaimo, BC, V9S 5Y2

250-756-0355 (Office)

250-756-3831 (Fax)

www.lewkowich.com

geotech@lewkowich.com



LEA Lewkowich
Engineering
Associates Ltd.



ENGINEERS &
GEOLOGISTS
BC

OQM
CERTIFIED

DISCLAIMER

1. Lewkowich Engineering Associates Ltd. (LEA) acknowledges that this report, from this point forward referred to as “the Report,” may be used by the Cowichan Valley Regional District (CVRD) as a precondition to the issuance of a development and/or building permit and that this Report and any conditions contained in the Report may be included in a restrictive covenant under Section 56 of the Community Charter and registered against the title of the Properties at the discretion of the CVRD.
2. This report has been prepared in accordance with standard geotechnical engineering practice solely for and at the expense of Mr. Gary Taylor. We have not acted for or as an agent of the CVRD in the preparation of this report.
3. The conclusions and recommendations submitted in this report are based upon information from relevant publications, a visual site-assessment of the properties, anticipated and encountered subsurface soil conditions, current construction techniques, and generally accepted engineering practices. No other warrantee, expressed or implied, is made. If unanticipated conditions become known during construction or other information pertinent to the structures becomes available, the recommendations may be altered or modified in writing by the undersigned.
4. The conclusions and recommendations issued in this report are valid for a maximum of two (2) years from the date of issue. The 2-year term may be reduced as a result of updated bylaws, policies, or requirements by the authority having jurisdiction, or by updates to the British Columbia Building Code. Updates to professional practice guidelines may also impact the 2-year term. If no application of the findings in this report have been made to the subject development, the conclusions issued in this report become void and re-assessment of the properties will be required.
5. This report has been prepared by Mr. Jeff Scott, P.Eng., and reviewed by Mr. Chris Hudec, M.A.Sc., P.Eng. Messrs. Scott and Hudec are both adequately experienced and are also members in good standing with the Engineers and Geoscientists of British Columbia (EGBC).

EXECUTIVE SUMMARY

1. The following is a brief synopsis of the Property, assessment methods, and findings presented in the Report. The reader must read the Report in its entirety; the reader shall not rely solely on the information provided in this summary.
2. The subject Property, Lot 11 Nighthawk Road, Lake Cowichan (CVRD), BC, from this point forward referred to as “the Property,” is located in south-eastern Vancouver Island within the jurisdictional boundaries of the CVRD. The proposed development for the Property at the time of this report consists of a new cottage and detached garage.
3. A site-specific hazard assessment was conducted to identify potential geotechnical hazards for the subject Property. Our assessment determined that there were no geotechnical hazards that may impact the proposed development.
4. The findings confirm the development is considered safe as proposed.

List of Abbreviations Used in the Report

Abbreviation	Title
CVRD	Cowichan Valley Regional District
BCBC	British Columbia Building Code
DPA	Development Permit Area
EGBC	Engineers and Geoscientists of British Columbia
FCL	Flood Construction Level
LEA	Lewkowich Engineering Associates Ltd.
NHC	Northwest Hydraulic Consultants
SLS	Service Limit State
ULS	Ultimate Limit State



TABLE OF CONTENTS

DISCLAIMER.....	I
EXECUTIVE SUMMARY	II
TABLE OF CONTENTS.....	III
1.0 INTRODUCTION	1
1.1 General	1
1.2 Background	1
1.3 Assessment Methodology.....	1
2.0 SITE CONDITIONS.....	1
2.1 Physical Setting	1
2.2 Terrain and Features.....	2
2.3 Regional Geology	3
2.4 Soil Conditions	3
2.5 Groundwater Conditions	4
2.6 Steep Slope	4
3.0 WATERBODIES	4
3.1 General	4
3.2 Cowichan Lake Flooding.....	5
3.3 Unnamed Westerly Creek, Meade Creek Flooding.....	5
4.0 DISCUSSIONS AND RECOMMENDATIONS.....	5
4.1 Covenant Review	5
4.2 Catastrophic Landslides, Debris Floods and Debris Flows	6
4.3 Limestone Formation – Subsidence Discussions	6
4.4 Steep Slope, Setbacks	8
4.5 Stacked Rock Retaining Walls, Setbacks	8
4.6 Foundation Design and Construction	8
4.7 Seismic Criteria	9
5.0 CONSTRUCTION PHASE.....	10
5.1 General Excavation – Future Building Sites	10
5.2 Structural Fill.....	10
5.3 Stormwater Management	11
5.4 Foundation Drainage	11
6.0 CONCLUSIONS	11
6.1 Local Government Conformance Statement	11
6.2 Geotechnical and Quality Assurance Statement	12
6.3 Acknowledgements.....	12



6.4	Limitations	12
7.0	CLOSURE	13
8.0	ATTACHMENTS	14
9.0	REFERENCES.....	14

1.0 INTRODUCTION

1.1 General

- a. As requested, LEA has carried out a Geotechnical Hazard Assessment of the subject property with respect to construction of a proposed cottage and detached garage. This report provides a summary of our findings and recommendations.

1.2 Background

- a. We understand the proposed development consists of a new two-storey cottage and detached garage. We understand the new construction will be of conventional construction methods, and will include a typical cast-in-place concrete foundation system.
- b. The subject property is within the jurisdictional limits of the CVRD, and within a natural hazard DPA. Therefore, we understand a geotechnical assessment and report is required that speaks to the proposed development and identifies any natural hazards that may impact the property.

1.3 Assessment Methodology

- a. This assessment included a desktop review of relevant background information, including available development plans, registered covenants on title, aerial photographs, and published geology, topography and floodplain mapping. We also reviewed published regional-scale natural hazard assessments as commissioned by the CVRD. Please refer to the list of references at the end of this report.
- b. A site reconnaissance was conducted on February 26, 2020 to visually assess current site conditions. The lot was accessed via the existing Nighthawk Road frontage.
- c. This assessment was prepared with consideration of the referenced EGBC, *Guidelines for Legislated Landslide Assessments for Proposed Residential Development in British Columbia*¹, and *Legislated Flood Assessments in a Changing Climate in BC*². Please see the attached EGBC and CVRD assurance statements.

2.0 SITE CONDITIONS

2.1 Physical Setting

- a. The subject property is situated on the south side of Nighthawk Road within the community of Marble Bay, approximately 5 km northwest of the town of Lake Cowichan. The property is identified with the following legal address:
 - i. Lot 11 Nighthawk Road; Strata Lot 11, Block 180, Cowichan Lake District, Strata Plan VIS5772, PID: 026-279-533.

- b. The property is zoned Lakeview Recreational 11 (LR-11). The property is immediately bordered by Nighthawk Road to the north, and similar LR-11 residential properties in all other immediate directions. Please refer to Figure 2.11 below.

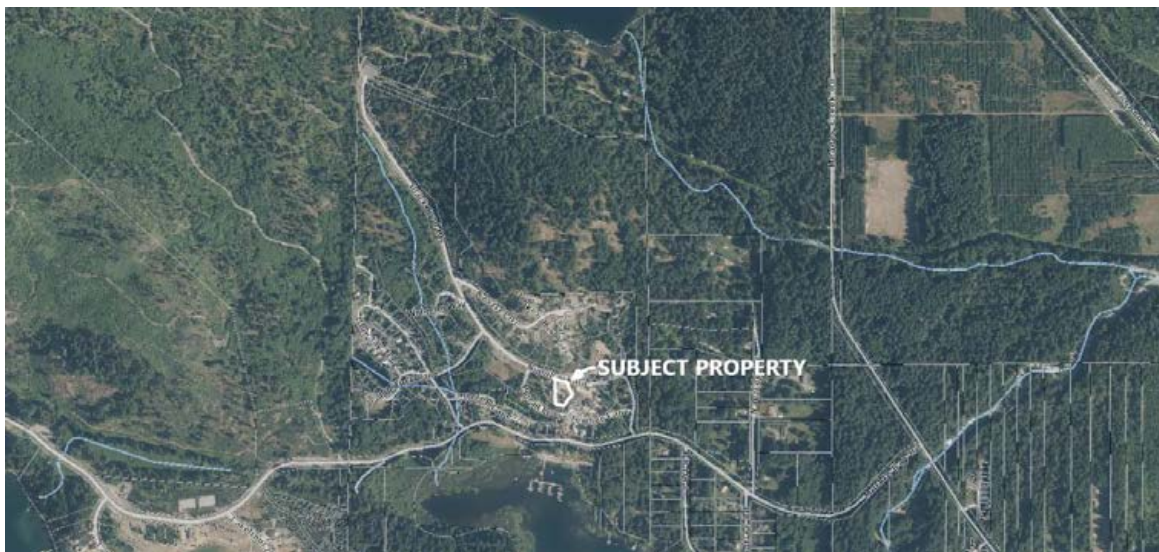


Figure 2.1 – Location Plan of Subject Property

2.2 Terrain and Features

- a. The subject property is located on the foothills of Bald Mountain, which forms a peninsula that extends into the east side Cowichan Lake.
- b. Upon entering the property from Nighthawk Road, the northern half of the property is nearly level. Roughly mid-property, the terrain begins to gently decline towards the southern property limits, with a total vertical relief of 3.0m to 6.0m. At the southern property limits, the terrain abruptly declines into a steep bedrock slope.
- c. Based on the attached Topographic Survey, the steep slope is approximately 7.0m to 9.5m tall, with average slope angles of roughly 40 degrees from horizontal. The crest of the steep slope is defined by a steeper bedrock outcrop, that is approximately 2.5 to 3.0m high, and with measured slope angles of roughly 60 to 70 degrees.
- d. A bedrock knoll is located within the northeastern wing of the property. The knoll rises 2.0m to 3.0m in height, at moderate slope angles between 20 to 35 degrees.
- e. At the time of our site reconnaissance, the property had been developed with landscaping stacked rocks walls. A stacked rock wall had been constructed along the western property limits, increasing in height from 0.5m at the northern limits, up to 2.1m at the southern limits. A stacked rock wall had also been constructed along the southern limits, up to 2.4m in height in the southeast corner of the lot.
- f. Based on historic imagery, the property is within an area that has previously been logged. At the time of

our field review, vegetation within the property limits consisted of grass lawn, with groves of immature evergreen trees separating the lots. Vegetation on the bordering steep slope consisted of scattered immature trees and shrubs with little to no undergrowth.

2.3 Regional Geology

- a. Surficial geology mapping for the area³ indicates the subject development Property falls within an area of deep moraine sediments, generally thicker than 1m overlying bedrock, and may include pockets of colluvium or perched glaciofluvial sediments.
- b. Bedrock geology mapping for the area^{4 5} indicates the subject development Property falls within an area identified as the Buttle Lake Group, Mount Mark Formation. The formation is typically comprised of massive crinoidal limestone sedimentary bedrock from the Carboniferous to Permian period.

2.4 Soil Conditions

- a. We understand the land has undergone some manipulation during subdivision construction, including blasting of undulating bedrock and site filling, in an effort to level the property.
- b. At the time of our site reconnaissance, there were a total of 11 pre-excavated and still exposed test pits throughout the property.
- c. Based on observations of exposed soils within the test pits, subsurface conditions within the northern half of the property generally consisted compact silty sandy gravel to silty gravelly sand fill with the occasional boulder, overlying fractured blast rock fill, overlying bedrock at shallow depth. Depth to bedrock ranged from 0.6m to 1.0m. Pooling water was observed in 2 out of the 5 test pits located in the northern half of the property.
- d. Subsurface conditions within the southern half of the property generally consisted of compact silty sandy gravel to silty gravelly sand with fractured cobble fill, overlying native compact silty gravelly sand with organics, overlying weathered bedrock. A 0.4m thick soft-firm sandy silt seam with gravel was observed at 1.0m depth within 1 test pit. Depth to bedrock ranged from 0.7m to 1.6m depth.
- e. Depths are referenced to the existing ground surface at the time of our field investigation. Soil classification terminology is based on the Modified Unified classification system. The relative proportions of the major and minor soil constituents are indicated by the use of appropriate Group Names as provided in ASTM D2488-93 and/or D2487 Figures 1a, 1b, and 2. Other descriptive terms generally follow conventions of the Canadian Foundation Engineering Manual.

2.5 Groundwater Conditions

- a. In general, the observed surficial soils were well-draining, and there was no evidence of abnormal groundwater conditions during our visual reconnaissance. However, minor ponded water was observed at the bottom of 2 out of a total 11 test pits within the property. We expect the pooled water is precipitation trapped in the exposed test pits as a result of recent rain events.
- b. Groundwater flows can be expected to fluctuate seasonally with cycles of precipitation. Groundwater conditions at other times and locations can differ from those observed within the time of our investigation.

2.6 Steep Slope

- a. The southern property limits are bordered by a steep bedrock slope. The steep slope is approximately 7.0m to 9.5m tall, with average slope angles of roughly 40 degrees from horizontal. The crest of the steep slope is defined by a steeper bedrock outcrop, that is approximately 2.5 to 3.0m high, and with measured slope angles of roughly 60 to 70 degrees.
- b. Based on our field review and desktop analysis, the slope generally consists of limestone bedrock, with a deposit of colluvium soils at the base. A stacked rock wall up to 2.4m in height had been constructed approximately 2m inland from the crest of slope.
- c. The slope is considered to be in a globally stable condition. There were no visual signs of potential global/full slope height instability (tension cracks, seepage, ponded water, slump blocks, toe erosion, bedrock faults/through-going discontinuities, etc.) observed on the subject property and slope.
- d. However, the exposed bedrock slope showed signs of weathering, including surficial fracturing and erosion of the moderately close to closely jointed rock, which has accumulated at the base of the slope. The slope is lightly vegetated, with only scattered immature trees. The trees displayed vertical growth. Potential future slope movement would likely be attributed to the ongoing slow erosion process of the exposed bedrock, and possible rearrangement of the talus slope, which could be accelerated during extreme natural occurrences, such as earthquakes or low-frequency storm events.

3.0 WATERBODIES

3.1 General

- a. The subject property is located on a peninsula that extends into the east side of Cowichan Lake. The nearest lake shore is Marble Bay, located approximately 110m south of the property. The North Arm of the lake is located over 700m to the north. The elevation of the proposed development area is estimated to be greater than 30m above the elevation of the lake.

- b. The property is situated between two watercourses. The nearest watercourse is an unnamed creek that flows north to south and is located approximately 230m west of the property. The creek is partially subterranean, and discharges from a cavity within the bedrock near its intersection with Heron Lane. Hydrometric data is not available for this westerly creek.
- c. Meade Creek is one of the largest creeks supplying Cowichan lake. The creek is located over 700m east/southeast of the property. Hydrometric data is not available for Meade Creek.

3.2 Cowichan Lake Flooding

- a. Historically, floodplain information for Cowichan Lake had been prepared and provided by the provincial government, specifically the Ministry of Environment, Water Management Branch⁶. This existing mapping was issued in 1984, and established a 200-year Flood Construction Level (FCL) of 167.33m geodetic, including allowance for freeboard.
- b. More recently, NHC conducted a risk assessment of the Cowichan Lake floodplain in 2019⁷ following requests to revise the flood maps because they show an FCL that is considerably greater than historical observations and experience. For example, the highest recorded lake level on record is believed to have occurred in 1935 and measured 165.6m geodetic. Based on long term lake level gauges, the NHC report estimated a 200-year lake level of 165.9m geodetic. Combined with wave effects for Marble Bay and 10% to 40% climate change projections, the estimated 200-year lake level ranges from 166.46 to 167.40m geodetic.

3.3 Unnamed Westerly Creek, Meade Creek Flooding

- a. At the time of this report hydrometric data is not available for the two creeks in proximity to the subject Property. There are no defined floodplain elevations or restrictive jurisdictional requirements for construction in proximity to these creeks, aside from local bylaws and covenanted restrictions as discussed in Section 4.1 of this report.

4.0 DISCUSSIONS AND RECOMMENDATIONS

4.1 Covenant Review

- a. Document No. EE13444; specifies an FCL of 167.33m geodetic, and a setback of 15.0m to the natural boundary of Cowichan Lake. The elevation of the subject property and proposed development area is roughly 197m geodetic based on Google Earth topographic data⁸, and setback approximately 110m from Cowichan Lake. Therefore, the property will not be affected by flooding of Cowichan Lake.

- b. Document No. EE13446; specifies a setback of 5.0m to the natural boundary of the unnamed westerly creek. The unnamed westerly creek is located over 230m west of the subject property. Considering the significant separation between the creek and property, and the topography of the creek corridor, the property will not be impacted by flooding of the unnamed westerly creek.
- c. Document No. EE13444; specifies an FCL of 3.0m above the natural boundary, and a setback of 30.0m to the natural boundary of Meade Creek. Meade Creek is located over 700m east/southeast of the subject property, and at an elevation at least 20m lower than the property. Considering the significant separation between the creek and property, and the topography of the creek corridor, the property will not be impacted by flooding of Meade Creek.

4.2 Catastrophic Landslides, Debris Floods and Debris Flows

- a. As part of our assessment, we referenced published regional scale natural hazard assessments to determine if the property is within a mapped open slope debris slide, debris flood and/or debris flow area, which would necessitate further study. A detailed debris slide, debris flood and/or debris flow assessment was not completed and is beyond the scope of this report.
- b. We reviewed the referenced Ebbwater Consulting *Geohazard Risk Assessment North Slope of Cowichan Lake* report⁹. The report focused on natural hazards within the north slope of Cowichan Lake, however the study area also encroached on the subject property. Based on this regional-scale assessment, the property is not within a potential debris flood or debris flood area. Furthermore, the report identified the property is in an area with the lowest landslide potential, with an annual exceedance probability of 1/100,000.
- c. We also reviewed the referenced MoE *Geomorphology of Vancouver Island: Mass Wasting Potential* report³. The report includes a series of maps which delineates areas of potential mass wasting (open slope failures, debris slides, debris flows) on Vancouver Island. Based on this regional-scale assessment, the property is not within a potential mass wasting zone.
- d. Based on our review of the aforementioned publications, we conclude the chance of a life-threatening / catastrophic debris slide or debris flow event impacting the property as very low, and no further assessment is required.

4.3 Limestone Formation – Subsidence Discussions

- a. The subject property is located within a belt of limestone bedrock that extends from the north arm of Cowichan Lake down to Marble Bay.
- b. Limestone is the only common rock that is soluble in water, and can dissolve from rainwater enriched with carbon dioxide. Karst features are erosional forms produced by dissolution of limestone, such as pinnacled rockhead (highly fissured limestone surface beneath a soil cover) or caverns within the rock. Collapse of

these karst features can cause subsidence sinkholes.

- c. A subsurface investigation (i.e. boreholes and/or rock probing) was not completed to identify possible cavities with the underlying bedrock. Our field review included inspection for evidence of potential karst features (upland drainage paths, subsidence, cavities within open slope face, etc.), and no evidence of karst features were observed on the property. The aforementioned subterranean westerly creek would be considered a karst feature; however, the westerly creek is located approximately 230m west of the property and will not impact the property. While no apparent evidence of potential cavities were observed directly within the property, two small cavities were observed within the bedrock slope of neighbouring properties approximately 100m to the east. These cavities will not affect the property. Refer to Photo 01 below.



Photo 01: Observed cavity within bedrock slope to the east

- d. Subsidence sinkholes generally develop where the surficial cover above a cavity is thin. Subsidence normally occurs where the thickness of rock above the cavity is less than 5 times the height of the cavity. A maximum thickness of 8 to 10 times the height of the cavity is often accepted as the limit for subsidence development, where the impact of below grade cavity collapse will not reach the surface. Geologic conditions plus bulking properties of the overburden can result in exceptions to this guideline.
- e. Considering there are no notable karst features reported within the immediate area, only small cavities as observed in neighbouring properties may be possible. We don't expect the occurrence of small cavities would have a significant impact on the proposed development, as they would not be large enough to

develop subsidence that would damage the buildings.

- f. We consider the risk of damage to the development due to possible dissolution and subsidence of limestone over the life of the structures as low. No special measures are required to address this low risk hazard.

4.4 Steep Slope, Setbacks

- a. Detailed slope stability analyses are generally required when building development is proposed at the top of bedrock slopes steeper than 1 Horizontal to 1 Vertical (1H:1V / 45 degrees), or soil slopes steeper than (2H:1V / 27 degrees), excluding circumstances where indicators of global instability are present.
Considering the weathered condition of the exposed sedimentary bedrock at this site, we would expect the natural angle of repose would be somewhere between 27 and 45 degrees.
- b. Based on the referenced Topographic Survey, the new cottage is proposed to be setback more than 14m from the crest of slope. Considering the slope geometry, inferred subsurface conditions, and mechanisms of slope movement described above, the new cottage at its proposed location will not be impacted by potential movement of the southern slope. The proposed cottage location is at an adequate setback to crest of slope.
- c. It should be noted that landslides can also occur due to human activity (i.e. excavation, placement of fill, removal of vegetation, etc.) or failure of civil infrastructure (i.e. underground water and sewer mains, stormwater disposal from existing development, etc.). The concentrated discharge of collected stormwater can lead to erosion, earth movement, or slope failure.

4.5 Stacked Rock Retaining Walls, Setbacks

- a. A landscaping stacked rock wall has been constructed along the western property limits, increasing in height from 0.5m at the northern limits, up to 2.1m at the southern limits. We recommend minimum setbacks to protect the proposed structures in the event of a rock topple.
- b. Considering the height of wall in proximity to the proposed locations of the cottage and garage, we recommend the following minimum setbacks:
 - i. 2.0m setback from toe of wall to cottage.
 - ii. 1.2m setback from toe of wall to garage.

4.6 Foundation Design and Construction

- a. Prior to construction, the foundation areas should be stripped to remove all unsuitable materials to provide an undisturbed natural subgrade for the footing support.
- b. Foundation loads should be supported on natural undisturbed material approved for use as a bearing stratum by our office or structural fill and may be designed using the following values.

- i. For foundations constructed on dense, naturally deposited, inorganic subgrade, as SLS bearing pressure of 150 kPa, and a ULS of 200 kPa may be used for design purposes. These values assume a minimum 0.45m depth of confinement or cover.
 - ii. For foundations constructed on structural fill, as outlined in Section 5.2, an SLS bearing pressure of 150 kPa, and a ULS bearing pressure of 200 kPa may be used for design purposes. These values assume a minimum 0.45m depth of confinement or cover.
 - iii. For foundations constructed on intact (i.e. not weathered or fissured) bedrock, an SLS bearing pressure of 300 kPa, and a ULS bearing pressure of 400 kPa may be used for design purposes. These values assume a minimum 0.45m depth of confinement or cover.
- c. As the elevation of the intact bedrock surface is expected to vary throughout the building areas, we recommend the structural engineer for the project use the design values for structural fill provided in the preceding section. This will prevent conflict where the bedrock surface is not present at a “practical” building elevation. The design values provided above for structural fill can be achieved through the placement and compaction of engineered fill, as outlined in Section 5.2 over an approved naturally deposited subgrade.
- d. Exterior footings should be provided with a minimum 0.45m depth of ground cover for frost protection purposes.
- e. Prior to placement of concrete footings, any bearing soils that have been softened, loosened, or otherwise disturbed during the course of construction should be removed, or else compacted following our recommendations for structural fill. Compaction will only be feasible if the soil has suitable moisture content and if there is access to heavy compaction equipment. If no structural fill is placed, a smooth-bladed clean up bucket should be used to finish the excavation.
- f. The Geotechnical Engineer should evaluate the bearing soils at the time of construction to confirm that footings are based on appropriate and properly prepared founding material.

4.7 Seismic Criteria

- a. No compressible or liquefiable soils were encountered during the course of our assessment.
- b. Based on the 2018 British Columbia Building Code, Division B, Part 4, Table 4.1.8.4.A, “Site Classification for Seismic Site Response,” the soils and strata encountered during the test pitting investigation would be “Site Class C” (Very Dense Soil or Soft Rock).

5.0 CONSTRUCTION PHASE

5.1 General Excavation – Future Building Sites

- Prior to construction, all unsuitable materials should be removed to provide a suitable base of support. Unsuitable materials include any non-mineral material such as vegetation, topsoil, peat, fill or other materials containing organic matter, as well as any soft, loose, or disturbed soils.
- Ground water ingressing into any excavations should be controlled with a perimeter ditch located just outside of the building areas, connected to positive drainage.
- The Geotechnical Engineer is to confirm the removal of unsuitable materials and approve the exposed competent inorganic subgrade.

5.2 Structural Fill

- Where fill is required to raise areas that will support buildings, slabs, or pavements, structural fill should be used. The Geotechnical Engineer should first approve the exposed subgrade in fill areas, to confirm the removal of all unsuitable materials.
- Structural fill should be inorganic sand and gravel. If structural fill placement is to be carried out in the wet season, material with a fines content limited to 5% passing the 75µm sieve should be used, as such a material will not be overly sensitive to moisture, allowing compaction during rainy periods of weather.
- Structural fill should be compacted to a minimum of 95% of Modified Proctor maximum dry density (ASTM D1557) in foundation and floor slab areas, as well as in paved roadway and parking areas.
- Structural fills under foundations, roadways, and pavements should include the zone defined by a plane extending down and outward a minimum 0.5m from the outer edge of the foundation at an angle of 45 degrees from horizontal to ensure adequate subjacent support. This support zone is shown below in Figure 5.2.

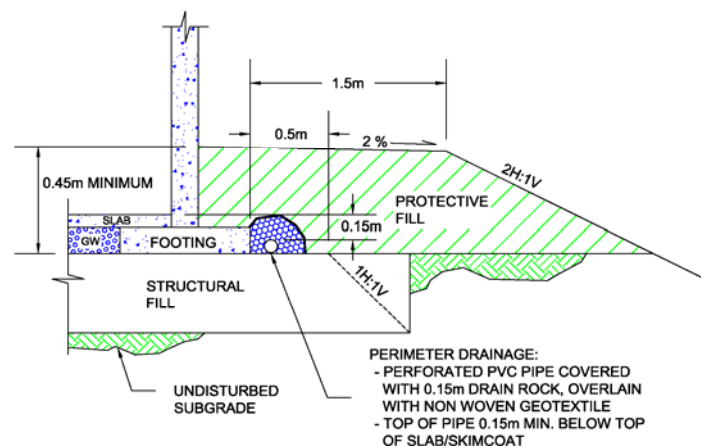


Figure 5.2 – Typical Section, Structural Fill

- e. Compaction of fill should include moisture conditioning as needed to bring the soils to the optimum moisture content and compacted using vibratory compaction equipment in lift thicknesses appropriate for the size and type of compaction equipment used.
- f. A general guideline for maximum lift thickness is no more than 100mm for light hand equipment such as a “jumping-jack,” 200mm for a small roller and 300mm for a large roller or heavy (>500 kg) vibratory plate compactor or a backhoe mounted hoe-pac or a large excavator mounted hoe-pac, as measured loose.
- g. It should be emphasized that the long-term performance of buildings, slabs, and pavements is highly dependent on the correct placement and compaction of underlying structural fills. Consequently, we recommend that structural fills be observed and approved by the Geotechnical Engineer. This would include approval of the proposed fill materials and performing a suitable program of compaction testing during construction.

5.3 Stormwater Management

- a. The subject property is located within the CVRD Water Management Development Permit Area, therefore the anticipated subgrade soil conditions with respect to on-site infiltration and disposal of stormwater were carried out. In general, subgrade soil conditions consist of topsoil, underlain by compact silty sands and gravels, underlain by bedrock.
- b. Based on the anticipated subgrade soil conditions and the configuration of the lot, it is the opinion of LEA that site conditions are conducive to managing the stormwater collected from the proposed new residence (i.e. roof and perimeter waters). We anticipate the installation of an on-site stormwater infiltration medium (rock pit) of approximately 5m³ volume. Should soil conditions encountered during construction not be conducive to infiltration, an exfiltration trench may be constructed so that collected stormwater is discharged to the vegetated ground surface at least 5.0m away from any building foundation or crest of a steep slope.

5.4 Foundation Drainage

- a. Conventional requirements of the 2018 British Columbia Building Code pertaining to building drainage are considered suitable at this site.

6.0 CONCLUSIONS

6.1 Local Government Conformance Statement

- a. From a geotechnical point of view, the land is considered safe for the use intended (defined for the purposes of this report as a two-storey residential cottage and detached garage of conventional

construction methods), with the probability of a geotechnical failure resulting in property damage of less than:

- i. 2% in 50 years for geotechnical hazards due to seismic events, including slope stability;
 - ii. 1 in 200-year flooding event; and,
 - iii. 10% in 50 years for all other geotechnical hazards,
- provided the recommendations in this report are followed.

6.2 Geotechnical and Quality Assurance Statement

- a. The CVRD may request a Geotechnical Engineer to provide professional assurance services during the course of construction. Geotechnical Assurance services include review of the geotechnical components of the plans and supporting documents, and responsibility for field reviews of these components during construction.

6.3 Acknowledgements

- a. Lewkowich Engineering Associates Ltd. acknowledges that this report may be requested by the building inspector (or equivalent) of the Cowichan Valley Regional District as a precondition to the issuance of a building or development permit. It is acknowledged that the Approving Officers and Building Officials may rely on this report when making a decision on application for development of the land. We acknowledge that this report has been prepared solely for, and at the expense of the Mr. Gary Taylor.
- b. We have not acted for or as an agent of the Cowichan Valley Regional District in the preparation of this report. We acknowledge the Cowichan Valley Regional District and the Approving Officer(s) are authorized users of this report. We acknowledge that this Report may be registered against the title of the Property as a restrictive covenant.

6.4 Limitations

- a. The conclusions and recommendations submitted in this report are based upon the information available at the time of this assessment. The recommendations given are based on the observed and anticipated subsurface conditions, current construction techniques, and generally accepted engineering practices. No other warrantee, expressed or implied, is made. If unanticipated conditions become known during construction or other information pertinent to the structures becomes available, the recommendations may be altered or modified in writing by the undersigned.

7.0 CLOSURE

- a. Lewkowich Engineering Associates Ltd. appreciates the opportunity to be of service on this project. If you have any comments, or additional requirements at this time, please contact us at your convenience.

Respectfully Submitted,
Lewkowich Engineering Associates Ltd.

A handwritten signature in blue ink, appearing to read 'Chris Hudec', is positioned above the date.

April 14, 2020

Jeff Scott, P.Eng.
Geotechnical Engineer

Chris Hudec, M.A.Sc., P.Eng.
Senior Project Engineer

8.0 ATTACHMENTS

1. G.W. Lindberg Land Surveying Inc., Topographic Survey for Proposed Dwelling Site on Strata Lot 11, Block 180, Cowichan Lake District, Strata Plan VIS5772, Dwg No. GWL020-1106 JBL-SL11-TOPO, amended March 9, 2020.
2. EGBC, Appendix D: Landslide Assessment Assurance Statement, signed April 14, 2020.
3. EGBC, Appendix I: Flood Assurance Statement, signed April 14, 2020.
4. CVRD, Natural Hazards Assurance Statement, dated April 14, 2020.

9.0 REFERENCES

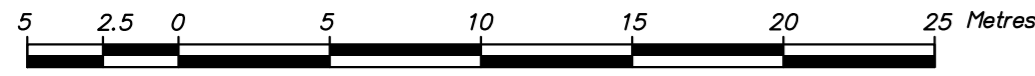
1. EGBC, "Guidelines for Legislated Landslide Assessments for Proposed Residential Developments in BC," dated May 2010.
2. EGBC, "Legislated Flood Assessments in a Changing Climate in BC," dated August 28, 2018.
3. British Columbia, Ministry of Environment mapping titled "*Vancouver Island Surficial Geology*," Produced by R.H. Guthrie and C.R. Penner.
4. BC Department of Mines, Geology of the Cowichan Lake Area, Vancouver Island, British Columbia, dated 1955.
5. BC Ministry of Environment, *Soils of South Vancouver Island British Columbia*, Soil Survey Report No. 44, Sheet 2, 1986.
6. BC Ministry of Environment, *Floodplain Mapping Cowichan Lake*, Dwg No. 84-33-3, Sheet 3 of 6, dated June 1984.
7. Northwest Hydraulic Consultants, Risk Assessment of Floodplains and Coastal Sea Level Rise: Strategic Climatic Risk Assessment for the Cowichan Valley Regional District, dated May 8, 2019.
8. Google Earth Online Mapping System, Accessed April 8, 2020.
9. Ebbwater Consulting, Geotechnical Risk Assessment North Slope of Cowichan Lake, Proj No. P099, dated May 7, 2019.
10. Province of British Columbia, "*Flood Hazard Area Land Use Management Guidelines*", amended by Ministry of Forests, Lands, Natural Resource Operations and Rural Development, dated January 1, 2018.
11. CVRD, Electoral Area I, Youbou/Meade Creek Official Community Plan, Bylaw 2650, dated Nov. 9, 2005.
12. CVRD, interactive web-map, 2020.
13. Province of BC, interactive web-map, iMapBC, 2020.
14. BC Ministry of Environment, *Geomorphology of Vancouver Island: Mass Wasting Potential*, Report No. RR 01, December 2005.

TOPOGRAPHIC SURVEY FOR PROPOSED DWELLING SITE ON STRATA LOT 11, BLOCK 180, COWICHAN LAKE DISTRICT, STRATA PLAN VIS5772
TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PORPORTION TO THE UNTI ENTITLEMENT OF THE STRATA AS SHOWN ON FORM V

PID 026-279-533

BCGS 92B 090

Scale = 1: 250



The Intended plot size of this plan is 560 mm in height by 864 mm in width
(D size) when plotted at a scale of 1:250

LEGEND

- denotes standard iron post found.
- △ denotes traverse hub spike set

○ denotes spot elevations

Bearing are astronomic derived from STRATA P PLAN VIS5772
All distances are in metres and decimals thereof.

Elevations are in metres derived from an assumed local datum.

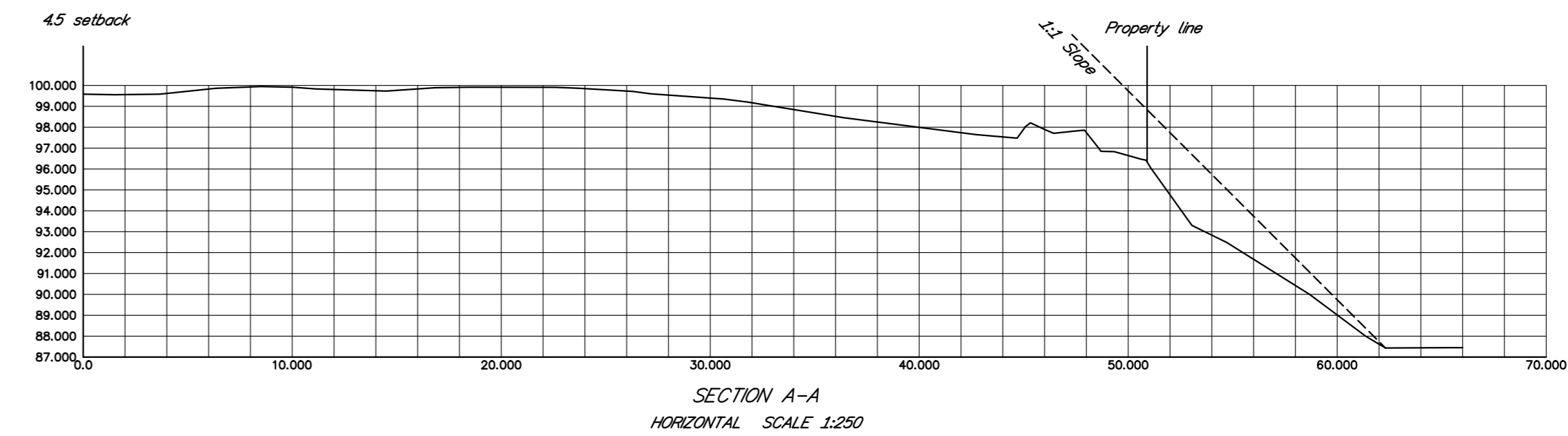
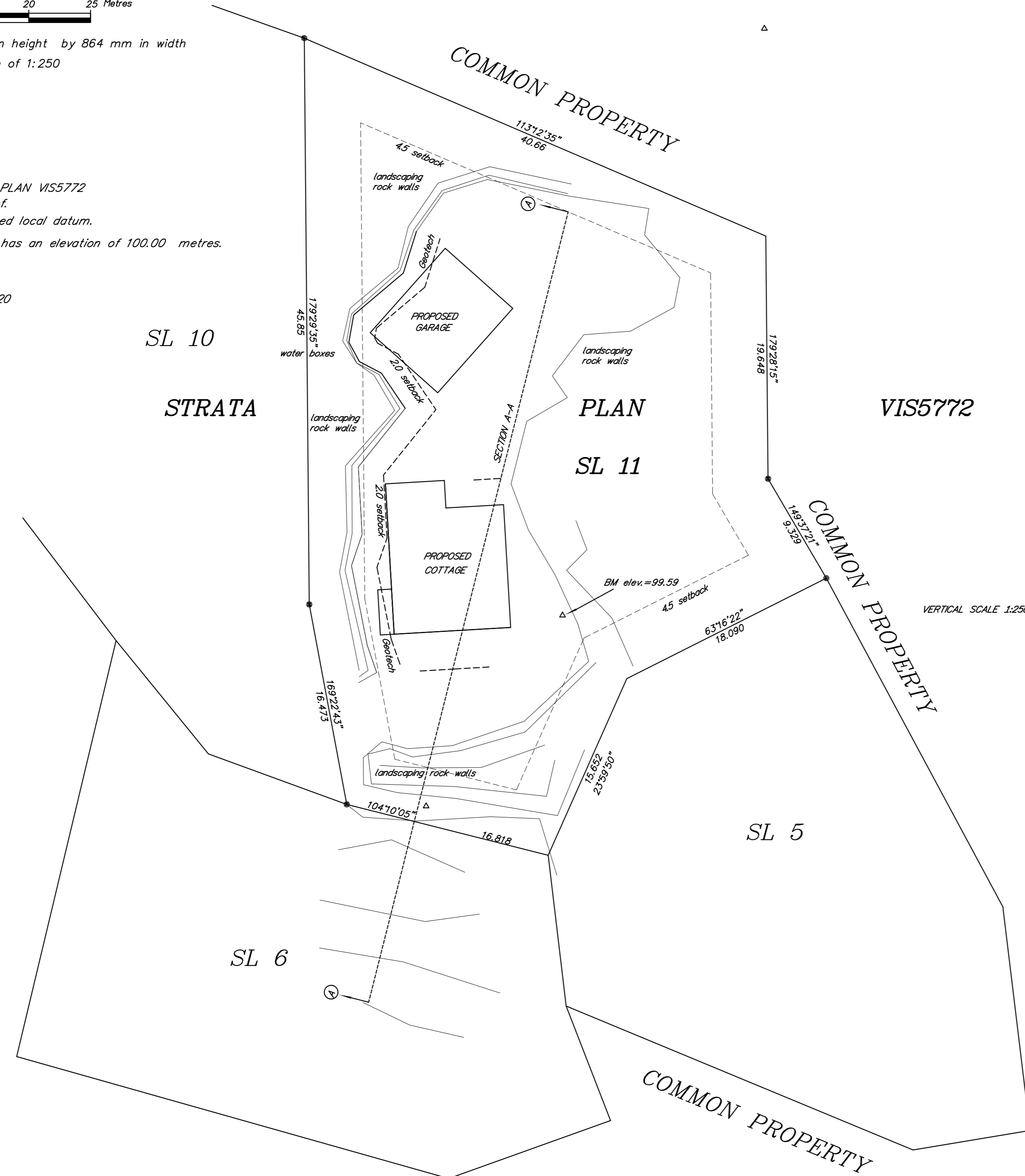
The assumed local datum benchmark at TH 105 has an elevation of 100.00 metres.

Contour intervals 0.20 metres

Date of Field Surveys : Topo - February 27 2020

Civic Address : SL 11 Nighthawk Road
Lake Cowichan BC

FOR DISCUSSIONS, DWELLING DESIGN
AND GEOTECHNICAL PURPOSES ONLY
UPDATED DWELLING LOCATION



Title Subject to :
Covenant EB76981
Statutory Right of Way ED62259
Covenant EE13444
Covenant EE13446
Covenant EF10944
Covenant EF10950
Covenant EF10956
Easement EF10962
Easement EN38036
Statutory Right of Way EW154794
Statutory Right of Way EW162196
Covenant EX44067
Covenant EX44071
Statutory Right of Way EX44073
Covenant EX44077
Easement EX51856
Statutory Building Scheme EX44105

All rights reserved. No person may copy, reproduce,
transmit or alter this document in whole or in part
without the consent of the signatory.

G.W. LINDBERG LAND SURVEYING INC.
Professional Land Surveyor
Surveying & Geomatics Services
9261 Chemainus Road
Chemainus, B.C. V0R 1K5
Email gwlinberg@shaw.ca
Tel. (250) 246-9393

PROJECT: TOPOGRAPHIC SURVEYS SITE PLAN

CLIENT: JBL CUSTOM HOMES- Gary & Judy Taylor

Calcs., GWL
Drawn by: GWL

Amended building location and new bench mark March 9 2020
Date: February 29 2020 Drawing Number: GWL020-1106 JBL-SL11-TOPO

APPENDIX D: LANDSLIDE ASSESSMENT ASSURANCE STATEMENT

Note: This Statement is to be read and completed in conjunction with the "APEGBC Guidelines for Legislated Landslide Assessments for Proposed Residential Development in British Columbia" (March 2006 Revised September 2008 "APEGBC Guidelines"), and the 2006 BC Building Code ("BCBC 2006") and is to be provided for landslide assessments (not floods or food control) for the purposes of the Land Title Act, Community Charter or the Local Government Act. Its key words are defined in the APEGBC Guidelines.

To: The Approving Authority
Coquitlam Valley Regional District
175 Logan Street, Coquitlam, BC V3L 1N5
 Jurisdiction and address

Date: April 14, 2011 File: PS114

With reference to:

- Land Title Act, Section 36 – Subdivision Approval
- Local Government Act, Sections 519.1 and 521 – Development Permit
- Community Charter, Section 56 – Building Permit
- Local Government Act, Section 510 – Flood Plain Elevation Variance
- Local Government Act, Section 516 – Flood Plain Elevation Exemption
- British Columbia Building Code 2006 sentences 4.1.8.15.3 and 6.4.4.4.2 (Refer to BC Building and Safety Policy Branch Memorandum Subject: B' 0-11 issued January 19, 2010)

For the Property: STRATA PLAN V.S5772, OF THE GRAN LAKES DISTRICT, STRATA PLAN V.S5772,
Strata Lot 21, Nighthawk Road, Coquitlam, BC
 Legal description and full address of the Property

The undersigned hereby gives assurance that he/she is a **Qualified Professional** and is a **Professional Engineer or Professional Geoscientist**.

I have signed, sealed and dated, and thereby certified, the attached *landslide assessment* report on the Property in accordance with the *APEGBC Guidelines*. That report must be read in conjunction with this Statement. In preparing that report I have:

Check to the left of applicable items

- 1. Collected and reviewed appropriate background information
- 2. Reviewed the proposed *residential development* on the Property
- 3. Conducted field work on and, if required, beyond the Property
- 4. Reported on the results of the field work on and, if required, beyond the Property
- 5. Considered any changed conditions on and, if required, beyond the Property
- 6. For a *landslide hazard analysis* or *landslide risk analysis* I have:
 - 6.1 reviewed and characterized, if appropriate, any *landslide* that may affect the Property
 - 6.2 estimated the *landslide hazard*
 - 6.3 identified existing and anticipated future *elements at risk* on and, if required, beyond the Property
 - 6.4 estimated the potential *consequences* to those *elements at risk*
- 7. Where the *Approving Authority* has adopted a *level of landslide safety* I have:
 - 7.1 compared the *level of landslide safety* adopted by the *Approving Authority* with the findings of my investigation
 - 7.2 made a finding on the *level of landslide safety* on the Property based on the comparison
 - 7.3 made recommendations to reduce *landslide hazards* and/or *landslide risks*
- 8. Where the *Approving Authority* has **not** adopted a *level of landslide safety* I have:

- 8.1 described the method of *landslide hazard analysis* or *landslide risk analysis* used
- 8.2 referred to an appropriate and identified provincial, national or international guideline for *level of landslide safety*
- 8.3 compared this guideline with the findings of my investigation
- 8.4 made a finding on the *level of landslide safety* on the Property based on the comparison
- 8.5 made recommendations to reduce *landslide hazards* and/or *landslide risks*
- 9. Reported on the requirements for future inspections of the Property and recommended who should conduct those inspections.

Based on my comparison between

Check one

- the findings from the investigation and the adopted *level of landslide safety* (item 7.2 above)
- the appropriate and identified provincial, national or international guideline for *level of landslide safety* (item 8.4 above)

I hereby give my assurance that, based on the conditions⁽¹⁾ contained in the attached *landslide assessment* report,

Check one

- for subdivision approval, as required by the Land Title Act (Section 86), "that the land may be used safely for the use intended"

Check one

- with one or more recommended registered covenants.
- without any registered covenant.

- for a development permit, as required by the Local Government Act (Sections 919.1 and 920), my report will "assist the local government in determining what conditions or requirements under [Section 920] subsection (7.1) it will impose in the permit".

- for a building permit, as required by the Community Charter (Section 56), "the land may be used safely for the use intended"

Check one

- with one or more recommended registered covenants.
- without any registered covenant.

- for flood plain bylaw variance, as required by the "Flood Hazard Area Land Use Management Guidelines" associated with the Local Government Act (Section 910), "the development may occur safely".

- for flood plain bylaw exemption, as required by the Local Government Act (Section 910), "the land may be used safely for the use intended".

Jeff Scott, P.Eng.

Name (print)


Signature

April 14, 2020

Date

⁽¹⁾ When seismic slope stability assessments are involved, *level of landslide safety* is considered to be a "life safety" criteria as described in the National Building Code of Canada (NBCC 2005), Commentary on Design for Seismic Effects in the User's Guide, Structural Commentaries, Part 4 of Division B. This states:

"The primary objective of seismic design is to provide an acceptable level of safety for building occupants and the general public as the building responds to strong ground motion; in other words, to minimize loss of life. This implies that, although there will likely be extensive structural and non-structural damage, during the DGM (design ground motion), there is a reasonable degree of confidence that the building will not collapse nor will its attachments break off and fall on people near the building. This performance level is termed 'extensive damage' because, although the structure may be heavily damaged and may have lost a substantial amount of its initial strength and stiffness, it retains some margin of resistance against collapse".

1900 Boxwood Road, Nanaimo, BC V9S 5Y2

Address

250-756-0355

Telephone



(Affix Professional seal here)

If the *Qualified Professional* is a member of a firm, complete the following.

I am a member of the firm Lewkowich Engineering Associates Ltd.

and I sign this letter on behalf of the firm.

(Print name of firm)

FLOOD ASSURANCE STATEMENT

Note: This statement is to be read and completed in conjunction with the current Engineers and Geoscientists BC *Professional Practice Guidelines – Legislated Flood Assessments in a Changing Climate in BC* ("the guidelines") and is to be provided for flood assessments for the purposes of the *Land Title Act*, Community Charter, or the *Local Government Act*. Defined terms are capitalized; see the Defined Terms section of the guidelines for definitions.

To: The Approving Authority

Date: April 14, 2020 LEA File # F8014

Cowichan Valley Regional District

175 Ingram Street, Duncan, BC V9L 1N8

Jurisdiction and address

With reference to (CHECK ONE):

- Land Title Act* (Section 86) – Subdivision Approval
- Local Government Act* (Division 7) – Development Permit
- Community Charter (Section 56) – Building Permit
- Local Government Act* (Section 524) – Flood Plain Bylaw Variance
- Local Government Act* (Section 524) – Flood Plain Bylaw Exemption

For the following property ("the Property"):

STRATA LOT 11, BLOCK 180, COWICHAN LAKE DISTRICT, STRATA PLAN VIS5772; Strata Lot 11, Nighthawk Road, Lake Cowichan, BC

Legal description and civic address of the Property

The undersigned hereby gives assurance that he/she is a Qualified Professional and is a Professional Engineer or Professional Geoscientist who fulfils the education, training, and experience requirements as outlined in the guidelines.

I have signed, sealed, and dated, and thereby certified, the attached Flood Assessment Report on the Property in accordance with the guidelines. That report and this statement must be read in conjunction with each other. In preparing that Flood Assessment Report I have:

[CHECK TO THE LEFT OF APPLICABLE ITEMS]

- 1. Consulted with representatives of the following government organizations:
Kate Miller, Environmental Services Manager, Engineering Department, CVRD
- 2. Collected and reviewed appropriate background information
- 3. Reviewed the Proposed Development on the Property
- 4. Investigated the presence of Covenants on the Property, and reported any relevant information
- 5. Conducted field work on and, if required, beyond the Property
- 6. Reported on the results of the field work on and, if required, beyond the Property
- 7. Considered any changed conditions on and, if required, beyond the Property
- 8. For a Flood Hazard analysis I have:
 - 8.1 Reviewed and characterized, if appropriate, Flood Hazard that may affect the Property
 - 8.2 Estimated the Flood Hazard on the Property
 - 8.3 Considered (if appropriate) the effects of climate change and land use change
 - 8.4 Relied on a previous Flood Hazard Assessment (FHA) by others
 - 8.5 Identified any potential hazards that are not addressed by the Flood Assessment Report
- 9. For a Flood Risk analysis I have:
 - 9.1 Estimated the Flood Risk on the Property
 - 9.2 Identified existing and anticipated future Elements at Risk on and, if required, beyond the Property
 - 9.3 Estimated the Consequences to those Elements at Risk

FLOOD ASSURANCE STATEMENT

10. In order to mitigate the estimated Flood Hazard for the Property, the following approach is taken:
- 10.1 A standard-based approach
 - 10.2 A Risk-based approach
 - 10.3 The approach outlined in the guidelines, Appendix F: Flood Assessment Considerations for Development Approvals
 - 10.4 No mitigation is required because the completed flood assessment determined that the site is not subject to a Flood Hazard
11. Where the Approving Authority has adopted a specific level of Flood Hazard or Flood Risk tolerance, I have:
- 11.1 Made a finding on the level of Flood Hazard or Flood Risk on the Property
 - 11.2 Compared the level of Flood Hazard or Flood Risk tolerance adopted by the Approving Authority with my findings
 - 11.3 Made recommendations to reduce the Flood Hazard or Flood Risk on the Property
12. Where the Approving Authority has not adopted a level of Flood Hazard or Flood Risk tolerance, I have:
- 12.1 Described the method of Flood Hazard analysis or Flood Risk analysis used
 - 12.2 Referred to an appropriate and identified provincial or national guideline for level of Flood Hazard or Flood Risk
 - 12.3 Made a finding on the level of Flood Hazard or Flood Risk tolerance on the Property
 - 12.4 Compared the guidelines with the findings of my flood assessment
 - 12.5 Made recommendations to reduce the Flood Hazard or Flood Risk
13. Considered the potential for transfer of Flood Risk and the potential impacts to adjacent properties
14. Reported on the requirements for implementation of the mitigation recommendations, including the need for subsequent professional certifications and future inspections.

Based on my comparison between:

[CHECK ONE]

- The findings from the flood assessment and the adopted level of Flood Hazard or Flood Risk tolerance (item 11.2 above)
- The findings from the flood assessment and the appropriate and identified provincial or national guideline for level of Flood Hazard or Flood Risk tolerance (item 12.4 above)

I hereby give my assurance that, based on the conditions contained in the attached Flood Assessment Report:

[CHECK ONE]

- For subdivision approval, as required by the *Land Title Act* (Section 86), "that the land may be used safely for the use intended":
[CHECK ONE]
 - With one or more recommended registered Covenants.
 - Without any registered Covenant.
- For a development permit, as required by the *Local Government Act* (Sections 919.1 and 920), my Flood Assessment Report will "assist the local government in determining what conditions or requirements under [Section 920] subsection (7.1) it will impose in the permit".

- For a building permit, as required by the *Community Charter* (Section 56), "the land may be used safely for the use intended":

[CHECK ONE]

- With one or more recommended registered Covenants.
- Without any registered Covenant.
- For flood plain bylaw variance, as required by the *Flood Hazard Area Land Use Management Guidelines* and the *Amendment Section 3.5 and 3.6* associated with the *Local Government Act* (Section 524), "the development may occur safely".
- For flood plain bylaw exemption, as required by the *Local Government Act* (Section 524), "the land may be used safely for the use intended".

FLOOD ASSURANCE STATEMENT

I certify that I am a Qualified Professional as defined below.

April 14, 2020

Date

Jeff Scott, P.Eng

Prepared by

Reviewed by

Jeff Scott

Name (print)

Name (print)

Signature

Signature

1900 Boxwood Road

Address

Nanaimo, BC V9S 5Y2

(250) 756-0355

Telephone

jscott@lewkowich.com

Email



(Affix PROFESSIONAL SEAL here)

If the Qualified Professional is a member of a firm, complete the following:

I am a member of the firm **Lewkowich Engineering Associates Ltd.**
and I sign this letter on behalf of the firm. (Name of firm)

BRITISH COLUMBIA BUILDING CODE 2018

SCHEDULE B

Forming Part of Subsection 2.2.7., Division C of the
British Columbia Building Code

Building Permit Number
[Blank]

ASSURANCE OF PROFESSIONAL DESIGN AND COMMITMENT FOR FIELD REVIEW

- Notes: (i) This letter must be submitted prior to the commencement of construction activities of the components identified below. A separate letter must be submitted by each *registered professional of record*.
(ii) This letter is endorsed by: Architectural Institute of BC, Association of Professional Engineers and Geoscientists of the Province of BC, Building Officials' Association of BC, and Union of BC Municipalities.
(iii) In this letter the words in italics have the same meaning as in the British Columbia Building Code.

To: The *authority having jurisdiction*

COWICHAN VALLEY REGIONAL DISTRICT

Name of Jurisdiction (Print)

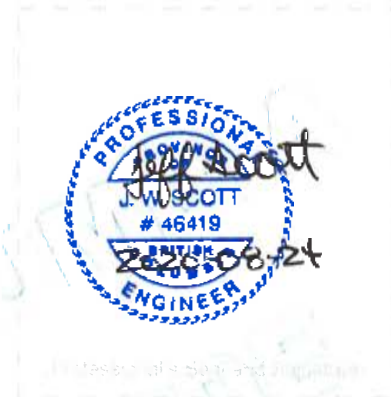
Re: SINGLE FAMILY RESIDENCE (F8014)

STRATA LOT 11 NIGHTHAWK ROAD

The undersigned hereby gives assurance that the design of the

(Initial those of the items listed below that apply to this *registered professional of record*. All the disciplines will not necessarily be employed on every project.)

<input type="checkbox"/>	ARCHITECTURAL
<input type="checkbox"/>	STRUCTURAL
<input type="checkbox"/>	MECHANICAL
<input type="checkbox"/>	PLUMBING
<input type="checkbox"/>	FIRE SUPPRESSION SYSTEMS
<input type="checkbox"/>	ELECTRICAL
<input type="checkbox"/>	GEOTECHNICAL — temporary
<u>JWS</u>	GEOTECHNICAL — permanent



AUGUST 24, 2020

components of the plans and supporting documents prepared by this *registered professional of record* in support of the application for the *building* permit as outlined below substantially comply with the British Columbia Building Code and other applicable enactments respecting safety except for construction safety aspects.

The undersigned hereby undertakes to be responsible for *field reviews* of the above referenced components during construction, as indicated on the "SUMMARY OF DESIGN AND FIELD REVIEW REQUIREMENTS" below.

BRITISH COLUMBIA BUILDING CODE 2018

Schedule B - *Continued*

Building Permit Number
Project Address

STRATA LOT 11 NIGHTHAWK ROAD

Project Address

GEOTECHNICAL

Signature

The undersigned also undertakes to notify the *authority having jurisdiction* in writing as soon as possible if the undersigned's contract for *field review* is terminated at any time during construction.

I certify that I am a *registered professional* as defined in the British Columbia Building Code.

JEFF SCOTT, P.ENG.

1900 BOXWOOD ROAD

NANAIMO, BC V9S 5Y2

250-756-0355



AUGUST 24, 2020

Date

If you are a *registered professional of record* or a *registered professional* who is a *registered professional*, complete the following:

I am a member of the firm LEWKOWICH ENGINEERING ASSOCIATES LTD.
and I sign this letter on behalf of the firm. (Print name of firm)

Note: The above letter must be signed by a *registered professional of record*, who is a *registered professional*. The British Columbia Building Code defines a *registered professional* to mean

- (a) a person who is registered or licensed to practise as an architect under the Architects Act, or
- (b) a person who is registered or licensed to practise as a professional engineer under the Engineers and Geoscientists Act.

BRITISH COLUMBIA BUILDING CODE 2018

Schedule B - *Continued*

Building Permit Number
[Redacted]

STRATA LOT 11 NIGHTHAWK ROAD

Project No. [Redacted]

GEOTECHNICAL

Discipline

SUMMARY OF DESIGN AND FIELD REVIEW REQUIREMENTS

(Initial applicable discipline below and cross out and initial only those items not applicable to the project.)

ARCHITECTURAL

- 1.1 Fire resisting assemblies
- 1.2 *Fire separations* and their continuity
- 1.3 *Closures*, including tightness and operation
- 1.4 Egress systems, including *access to exit* within *suites* and *floor areas*
- 1.5 Performance and physical safety features (guardrails, handrails, etc.)
- 1.6 Structural capacity of architectural components, including anchorage and seismic restraint
- 1.7 Sound control
- 1.8 Landscaping, screening and site grading
- 1.9 Provisions for firefighting access
- 1.10 Access requirements for *persons with disabilities*
- 1.11 Elevating devices
- 1.12 Functional testing of architecturally related fire emergency systems and devices
- 1.13 Development Permit and conditions therein
- 1.14 Interior signage, including acceptable materials, dimensions and locations
- 1.15 Review of all applicable shop drawings
- 1.16 Interior and exterior finishes
- 1.17 Dampproofing and/or waterproofing of walls and slabs below grade
- 1.18 Roofing and flashings
- 1.19 Wall cladding systems
- 1.20 Condensation control and cavity ventilation
- 1.21 Exterior glazing
- 1.22 Integration of building envelope components
- 1.23 Environmental separation requirements (Part 5)
- 1.24 Building envelope, Part 10 – ASHRAE, NECB or Energy Step Code requirements
- 1.25 Building envelope, testing, confirmation or both as per Part 10 requirements



AUGUST 24, 2020

STRUCTURAL

- 2.1 Structural capacity of structural components of the *building*, including anchorage and seismic restraint
- 2.2 Structural aspects of *deep foundations*
- 2.3 Review of all applicable shop drawings
- 2.4 Structural aspects of unbonded post-tensioned concrete design and construction

MECHANICAL

- 3.1 HVAC systems and devices, including high *building* requirements where applicable
- 3.2 *Fire dampers* at required *fire separations*
- 3.3 Continuity of *fire separations* at HVAC penetrations
- 3.4 Functional testing of mechanically related fire emergency systems and devices
- 3.5 Maintenance manuals for mechanical systems
- 3.6 Structural capacity of mechanical components, including anchorage and seismic restraint
- 3.7 Review of all applicable shop drawings
- 3.8 Mechanical systems, Part 10 – ASHRAE, NECB or Energy Step Code requirements
- 3.9 Mechanical systems, testing, confirmation or both as per Part 10 requirements

BRITISH COLUMBIA BUILDING CODE 2018

Schedule B - Continued

STRATA LOT 11 NIGHTHAWK ROAD

GEOTECHNICAL

PLUMBING

- 4.1 Roof drainage systems
- 4.2 Site and foundation drainage systems
- 4.3 Plumbing systems and devices
- 4.4 Continuity of fire separations at plumbing penetrations
- 4.5 Functional testing of plumbing related fire emergency systems and devices
- 4.6 Maintenance manuals for plumbing systems
- 4.7 Structural capacity of plumbing components, including anchorage and seismic restraint
- 4.8 Review of all applicable shop drawings
- 4.9 Plumbing systems, Part 10 – ASHRAE, NECB or Energy Step Code requirements
- 4.10 Plumbing systems, testing, confirmation or both as per Part 10 requirements

FIRE SUPPRESSION SYSTEMS

- 5.1 Suppression system classification for type of occupancy
- 5.2 Design coverage, including concealed or special areas
- 5.3 Compatibility and location of electrical supervision, ancillary alarm and control devices
- 5.4 Evaluation of the capacity of city (municipal) water supply versus system demands and domestic demand, including pumping devices where necessary
- 5.5 Qualification of welder, quality of welds and material
- 5.6 Review of all applicable shop drawings
- 5.7 Acceptance testing for "Contractor's Material and Test Certificate" as per NFPA Standards
- 5.8 Maintenance program and manual for suppression systems
- 5.9 Structural capacity of sprinkler components, including anchorage and seismic restraint
- 5.10 For partial systems — confirm sprinklers are installed in all areas where required
- 5.11 Fire Department connections and hydrant locations
- 5.12 Fire hose standpipes
- 5.13 Freeze protection measures for fire suppression systems
- 5.14 Functional testing of fire suppression systems and devices

ELECTRICAL

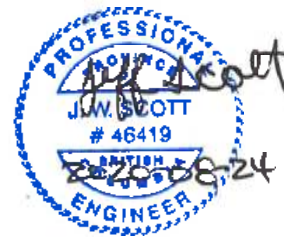
- 6.1 Electrical systems and devices, including high building requirements where applicable
- 6.2 Continuity of fire separations at electrical penetrations
- 6.3 Functional testing of electrical related fire emergency systems and devices
- 6.4 Electrical systems and devices maintenance manuals
- 6.5 Structural capacity of electrical components, including anchorage and seismic restraint
- 6.6 Clearances from buildings of all electrical utility equipment
- 6.7 Fire protection of wiring for emergency systems
- 6.8 Review of all applicable shop drawings
- 6.9 Electrical systems, Part 10 – ASHRAE, NECB or Energy Step Code requirements
- 6.10 Electrical systems, testing, confirmation or both as per Part 10 requirements

GEOTECHNICAL — Temporary

- 7.1 Excavation
- 7.2 Shoring
- 7.3 Underpinning
- 7.4 Temporary construction dewatering

JWS GEOTECHNICAL — Permanent

- 8.1 Bearing capacity of the soil
- ~~8.2 Geotechnical aspects of deep foundations JWS~~
- 8.3 Compaction of engineered fill
- 8.4 Structural considerations of soil, including slope stability and seismic loading
- ~~8.5 Backfill JWS~~
- ~~8.6 Permanent dewatering JWS~~
- ~~8.7 Permanent underpinning JWS~~



AUGUST 24, 2020

Natural Hazard Assurance Statement

For Development Approvals and Building Permits

Please complete this form in its entirety. If fields are left blank, the form will be returned.

A. Project Information

Date April 14, 2020 CVRD File No. _____

Property Information

Project Name & Description Proposed Cottage and Detached Garage

Legal Description Strata Lot 11, Block 180, Cowichan Lake District, Strata Plan VIS5772

Site Address Lot 11 Nighthawk Road, Lake Cowichan, BC PID 026-279-533

Client Information

Name Mr. Gary Taylor

Role (check on or more) Property Owner Developer Other _____

Client Address 30 Scot St, Duncan, BC V9L 3Y2

Qualified Professional

Name Jeff Scott, P.Eng

EGBC Designation(s) P.Eng. P. Geo. Eng.L. Geo.L.

Firm Name¹ Lewkowich Engineering Associates

Email Address jscott@lewkowich.com

Phone Number(s) 250-756-0355

Mailing Address 1900 Boxwood Road, Nanaimo, BC V9S 5Y2

Natural Hazard Assessment Report Reference (the Report)

Title Proposed Cottage and Detached Garage, Strata Lot 11 Nighthawk Road Date April 14, 2020

1. The Qualified Professional is a representative of the firm, and submits this Assurance Statement on behalf of the firm.

Natural Hazard Assurance Statement

For Development Approvals and Building Permits

B. Assurance

Based on the contents of this Assurance Statement and the Report, I hereby give assurance that (check as applicable):

<input type="checkbox"/> Development Permit:	The Report will "assist the local government in determining what conditions or requirements under [Section 920] subsection (7.1) it will impose in the permit", as required by the Local Government Act (Sections 488 and 489).
<input checked="" type="checkbox"/> Building Permit: <input checked="" type="checkbox"/> Community Charter <input checked="" type="checkbox"/> Seismic Slope	"The land may be used safely for the use intended", as required by the Community Charter (Section 56), The Report addresses the requirements of the BC Building Code 2006, 4.1.8.1.6 (8) and 9.4.4.4 (2), as detailed in the BC Building & Safety Policy Branch Information Bulletin B10-01, Jan 18, 2010
<input type="checkbox"/> Floodplain Management Bylaw Exemption:	"The land may be used safely for the use intended", as required by the Local Government Act (Section 524).
<input type="checkbox"/> Subdivision	"The land may be used safely for the use intended", as required by the Land Title Act (Section 86).
<input type="checkbox"/> Other: (e.g. Zoning Bylaw Amendment Official Community Plan Amendment Temporary Use Permit, etc.)	Insert statement as appropriate:

C. EGBC Professional Practice Guidelines

The Report and this Assurance Statement should be completed in accordance with the current version of one or both of the following Professional Practice Guidelines issued by the Engineers and Geoscientists of BC (EGBC):

- Legislated Flood Assessments in a Changing Climate in BC, and
- Legislated Landslide Assessments for Proposed Residential Development in British Columbia ("EGBC Landslide Guidelines").

These two documents are collectively referred to as the "EGBC Guidelines". The italicized words in this Assurance Statement are defined in the EGBC Guidelines.

The Report has been prepared pursuant to the following EGBC Guidelines (check one or both as applicable):

- EGBC Flood Guidelines
- EGBC Landslide Guidelines

Natural Hazard Assurance Statement

For Development Approvals and Building Permits

If the Report is not prepared pursuant to either of the EGBC Guidelines, please explain.

D. Background Information

Qualified Professionals must confirm and check that each item is included in the Report.

- 1. Property location map — 8.5 x 11 size LEA: Property Location Map included in body of report
- 2. Development proposal site plan — 8.5 x 11 size. If a subdivision, show the parent parcel and all lots to be created, including any remainder.
- 3. Description of the proposed development project (including building use) to the extent this is known at the time of Report preparation. Specify ALL that apply:
 - residential
 - industrial
 - commercial
 - institutional
 - other _____

Natural Hazard Assurance Statement

For Development Approvals and Building Permits

E. Technical Requirements

Qualified Professionals must review, confirm and check completed items (as pertinent).

Report Content

The Report contains the following items:

- 4. Relevant information pertaining to the Property and pertinent potential hazards from appropriate background sources, including the CVRD online library.
- 5. Complete listing of previous reports and other relevant information that has been reviewed in preparing the Report, including that from the CVRD online library.
- 6. Maps, illustrations and diagrams to illustrate areas referred to in the Report.
- 7. Description of field work conducted on and, if required, beyond the Property.
- 8. Contact and consultation with the Cowichan Valley Regional District. Provide name and title of contact:
Kate Miller, Manager Environmental Services, Engineering Department
- 9. Review of relevant CVRD bylaws and other statutory requirements.
- 10. Restrictive covenants registered against the Property title that pertain to natural hazards (if registered, the Report provides relevant information about the covenants).
- 11. Notation of any visibly apparent natural hazards or other hazards identified in background reports, which are not identified and addressed in the Report.
 Yes No
Comment: _____
- 12. Does the Report rely on one or more Supporting Reports, each of which is independently reviewed, signed and sealed.
 Yes No
- 13. For subdivision approval, the Report addresses natural hazards for:
 - the parent parcel prior to subdivision; and
 - any lots to be created (including any remainder)
 - adjacent properties affecting the proposed lot

Natural Hazard Assurance Statement

For Development Approvals and Building Permits

Natural Hazard Assessment, Risk Acceptability and Risk Transfer

14. In considering the above-noted potential hazards that may affect the property, I have:
- reviewed and characterized the potential hazard(s);
 - estimated the potential frequency and magnitude of the potential hazard(s);
 - relied on Supporting Report(s) as noted above;
 - relied on a pre-existing assessment of hazard frequency and magnitude;
 - considered the potential effects of climate change in the context identified in the Report;
 - considered the potential effects of changed future conditions (upstream watershed changes, forestry activity, land use changes, sea level rise, etc.) in the context identified in the Report.
15. This Assurance Statement pertains to all natural hazards that are assessed in the Report and any Supporting Reports, and accurately reflects the contents of those documents.
16. The CVRD has adopted "Natural Hazard Life Loss Policy", which provides a specific level of hazard or risk tolerance. I have included a hazard summary table in the form presented in Section I, and which:
- lists all of the potential hazards addressed by the Report and any Supporting Reports;
 - provides an annual return frequency ~~and acceptability threshold classification~~ for the unmitigated condition;
 - proposes mitigative measures to appropriately reduce the natural hazard risk; and
 - provides an annual return frequency ~~and acceptability threshold classification~~ for the mitigated condition.
17. Following consultation with the CVRD, the Report proposes an alternative approach to risk mitigation, summarized as follows:
- design return period approach; or
 - risk assessment approach; or
 - another approach: _____
18. The Report describes the potential transfer of natural hazard risk to other properties or infrastructure as a result of the proposed project (*including any proposed structural mitigation works*); and
- considered the potential for transfer of natural hazard risk;
 - concludes that there is no significant transfer of natural hazard risk;
 - identifies the potential transfer of natural hazard risk and proposes measures to offset such transfer of risk.

Natural Hazard Assurance Statement

For Development Approvals and Building Permits

Mitigation and Design Recommendations

The Report contains the following items:

- 19. Clearly identified safe locations for building(s), ancillary structures, and onsite utility services (as applicable, such as a septic field) out of the natural hazard area as a preferred development alternative.
- 20. Implementation steps for the identified structural mitigation works (in terms of design, construction and approval).
- 21. Commentary on the effectiveness of proposed structural mitigation works in terms of ability to reduce the potential hazard impact, and identification of any residual risk that would remain.
- 22. Proposed Flood Construction Level (FCL) for future development, including specification of an appropriate method of achieving the FCL.
- 23. Proposed watercourse setback, which is clearly referenced from the natural boundary, top of bank, or another suitable basis.
- 24. Proposed operation and maintenance actions that will be necessary in order for the level of safety to be maintained in the future, with indication of who should be responsible for those actions and when.

Riparian Area Regulation (if applicable)

- 25. If a Riparian Area Regulation assessment has been completed for the property, and it has been reviewed to identify and avoid conflict with Report recommendations for hazard mitigation.
 Yes No Uncertain

Reviewer

- 26. The Report has received appropriate technical review which is consistent with the EGBC Professional Practice Guidelines, and the name of the reviewer is noted in the Report and below (insert name and professional designation):

Name Chris Hudec, M.A.Sc, P.Eng

EGBC Designation(s) P.Eng. P. Geo. Eng.L Geo.L

Natural Hazard Assurance Statement

For Development Approvals and Building Permits

F. CVRD Supplemental Requirements

The following points are understood by the Qualified Professional when submitting a Report:

- 27. Permission is granted to the CVRD to use the Report in considering approval of the proposed development on the Property, provided that such permission is limited only to the proposed development project for which the Report was prepared.
- 28. Methodology used in the Report is described in sufficient detail to facilitate a professional review of the study by CVRD when necessary.
- 29. This Assurance Statement may be relied upon for permitting purposes for a period of 1 year after submittal. Beyond that time, CVRD should contact the QP for an updated Assurance Statement if needed.
- 30. Professional liability insurance coverage of at least \$1 million per claim is carried by the QP.
- 31. Third party review or supplemental information may be required by the CVRD, where complex development proposals warrant.
- 32. Permission is granted to the CVRD to include the Report in the online CVRD natural hazard report library (as background information, not for other parties to rely on).

H. Hazard Summary Table



The natural hazard report and/or any supporting reports addresses the following hazard types:

TYPE	YES		NO		SUPPORTING REPORT? WAS THIS REPORT PREPARED BY OTHERS?	HAZARD ACCEPTABILITY THRESHOLDS CLASSIFICATION				COMMENTS	
	YES	NO	YES	NO		ANNUAL RETURN FREQUENCY (UNMITIGATED)	ACCEPTABILITY THRESHOLD CLASSIFICATION (UNMITIGATED)	PROPOSED MITIGATION MEASURES	ANNUAL RETURN FREQUENCY (MITIGATED)		ACCEPTABILITY THRESHOLD CLASSIFICATION (MITIGATED)
Rock fall - Small Scale Detachment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		< 2,475		setback	> 2,475		stacked rock walls
Debris Flood	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	elbawder, 2019	10,000		NONE	10,000		
Major Catastrophic Landslide	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	elbawder, 2019	10,000		NONE	10,000		
Debris Flow and Debris Torrent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	elbawder, 2019	10,000		NONE	10,000		
Small Scale Localized Landslip	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		< 2,475		setback	> 2,475		approved proposed siting
Snow Avalanche	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>							
Inundation by Floodwaters, Rivers and Tributaries	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A, 2019	> 200		none	> 100		
River Erosion or Avulsion	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>							
Mountain Stream Erosion or Avulsion	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>							
EGBC - HAZARD SUPPLEMENT											
Coastal Flooding	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Tsunami	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Seismic Effects/Liquefaction	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>							
Slope Stability	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	EGBC, 2010						
Fan (Alluvial/Debris/Colluvial)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Erosion	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Flooding (River/Lake/Etc.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	EGBC, 2018						

The natural hazard report covers: (check one or both) Individual Risk Assessment Group Risk Assessment

Natural Hazard Assurance Statement for Development Approvals and Building Permits

Natural Hazard Assurance Statement

For Development Approvals and Building Permits

G. Qualified Professional (QP)

Prepared by: (QP of Record)

Name Jeff Scott, P.Eng

Designation P.Eng. P. Geo. Eng.L Geo.L

Reviewed by:

Name Celia Haddad M.A.Sc. P.Eng

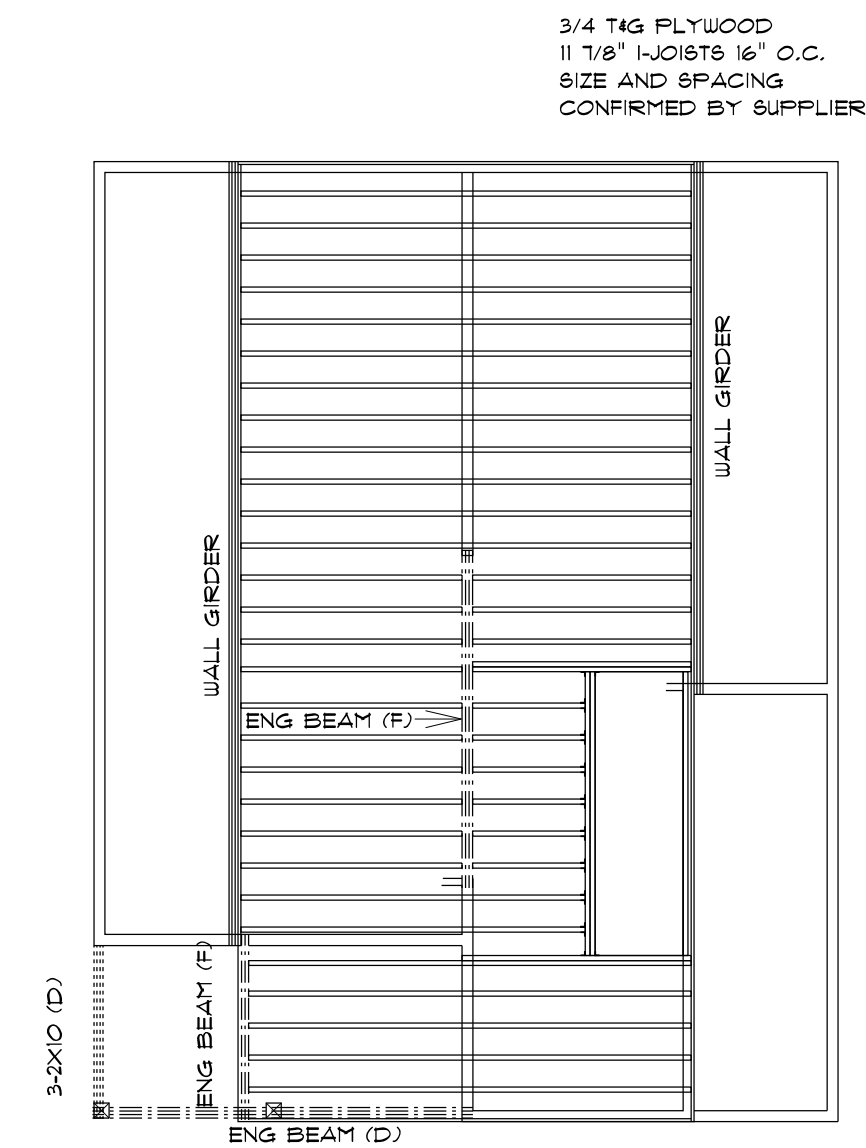
Designation P.Eng. P. Geo.

Professional Seal, Signature and Date:

Jeff Scott 2020-04-14

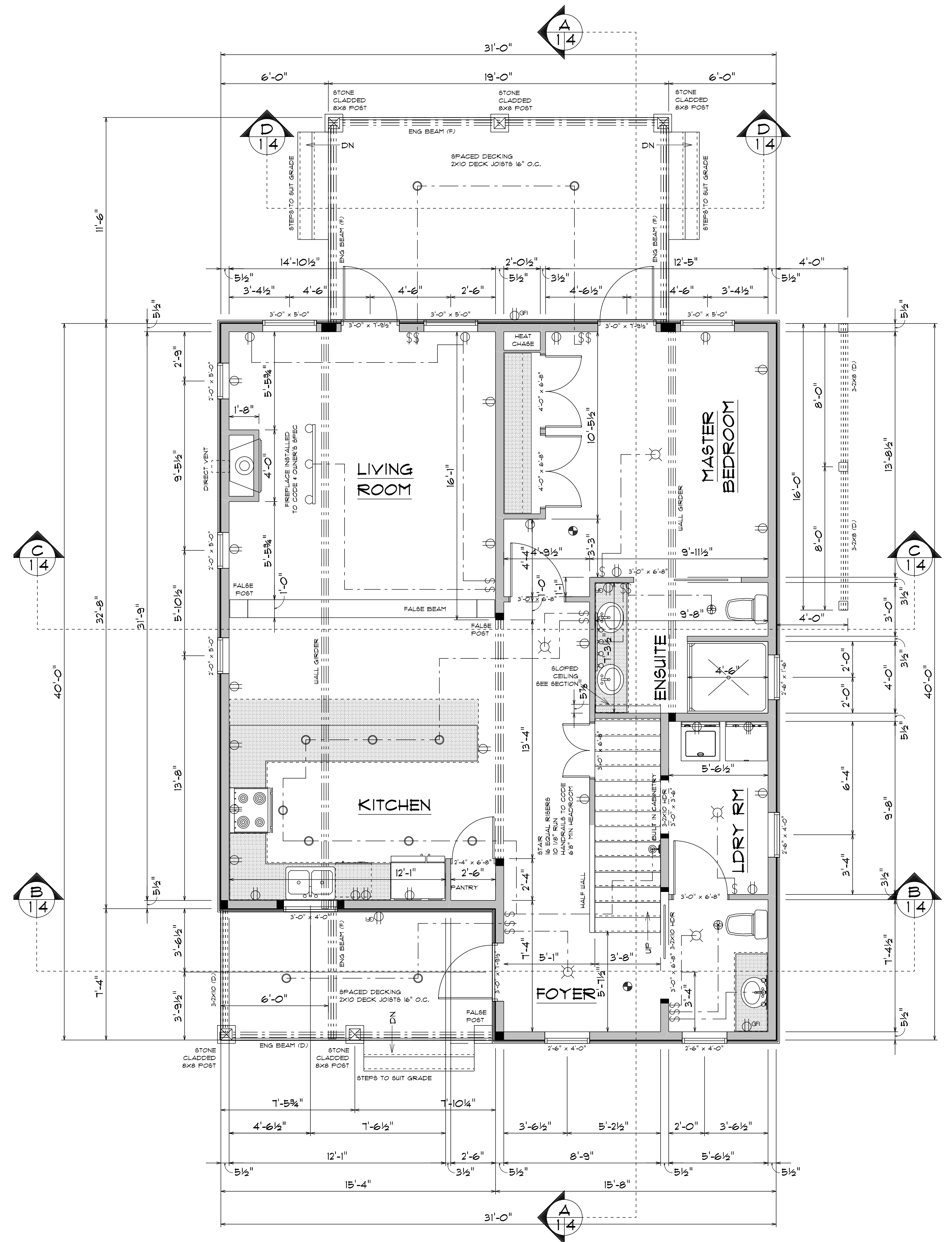
** This document will not be sealed until it's been reviewed and supported by EGBC*

- I am a Qualified Professional as defined in the EGBC Guidelines, and I fulfill the education, training and experience requirements as outlined in the EGBC Guidelines
- I have signed, sealed, dated and thereby certify, this Assurance Statement and the attached report.



2ND FLOOR JOIST LAYOUT
SCALE 1/8" = 1'-0"

- NOTES**
- ALL WORK SHALL CONFORM TO CURRENT BUILDING CODES AND LOCAL BYLAWS
 - WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DRAWINGS
 - BUILDER MUST VERIFY ALL DIMENSIONS, INFORMATION, AND SPECIFICATIONS BEFORE STARTING WORK AND NOTIFY DESIGNER OF ANY ERRORS
 - FOOTINGS SHOWN ON THESE DRAWINGS HAVE BEEN DESIGNED FOR SOIL BEARING CAPACITY OF 1500 PSF. IF LESSER BEARING CAPACITY, IT IS THE RESPONSIBILITY OF OWNER / CONTRACTOR TO HAVE FOOTINGS REDESIGNED BY ENGINEER TO SUIT SITE CONDITIONS
 - ALL CONCRETE TO HAVE MINIMUM COMPRESSIVE STRENGTH OF 20MPA @ 28 DAYS
 - CONCRETE FOOTINGS MUST BE PLACED ON UNDISTURBED OR COMPACTED SOIL TO AN ELEVATION BELOW FROST PENETRATION
 - ALL CONCRETE AND MASONRY FOUNDATION WALLS EXCEEDING LIMITS STATED IN BUILDING CODES REQUIRE DESIGN BY A REGISTERED STRUCTURAL ENGINEER
 - ALL FOOTINGS TO HAVE 2 ROWS OF 1/2" REBAR 3" CLEAR FROM SIDE + BOTTOM
 - ALL WOOD FRAMING TO BE #2 OR BETTER DOUGLAS FIR, OR SPRUCE
 - ALL LINTELS TO BE 2X10 #2 DOUGLAS FIR OR BETTER UNLESS OTHERWISE NOTED
 - ALL WOOD CONTACTING CONCRETE TO BE SEPARATED WITH APPROVED MATERIAL
 - JOISTS ARE TO BE DOUBLED UNDER PARTITIONS
 - ALL ENGINEERED COMPONENTS TO BE INSTALLED TO MANUFACTURER'S SPEC.
 - BUILDING MUST BE PROVIDED WITH MECHANICAL VENTILATION DESIGN BY OTHER
 - ATTIC TO BE VENTED MINIMUM 1300 OF AREA
 - UNHEATED CRAWLSPACES TO BE VENTED MINIMUM 1300 OF AREA



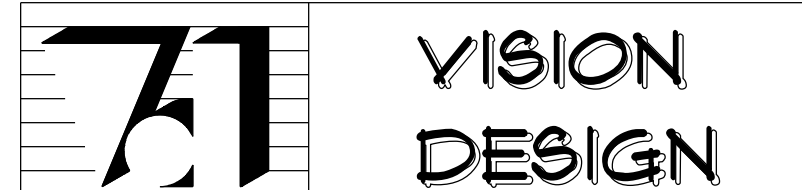
MAIN FLOOR PLAN

SCALE: 1/4" = 1'-0"
128 SQUARE FEET LIVING
113 SQUARE FEET FRONT DECK
219 SQUARE FEET REAR DECK

BEAMS (D) DENOTES DROPPED
(F) DENOTES FLUSH

ALL DIMENSIONS TO FACE OF STUDS
FACE OF STUDS FLUSH WITH CONCRETE

WALL LEGEND	
	2 X 6 STUD WALL (5 1/2" THICK)
	2 X 4 STUD WALL (3 1/2" THICK)

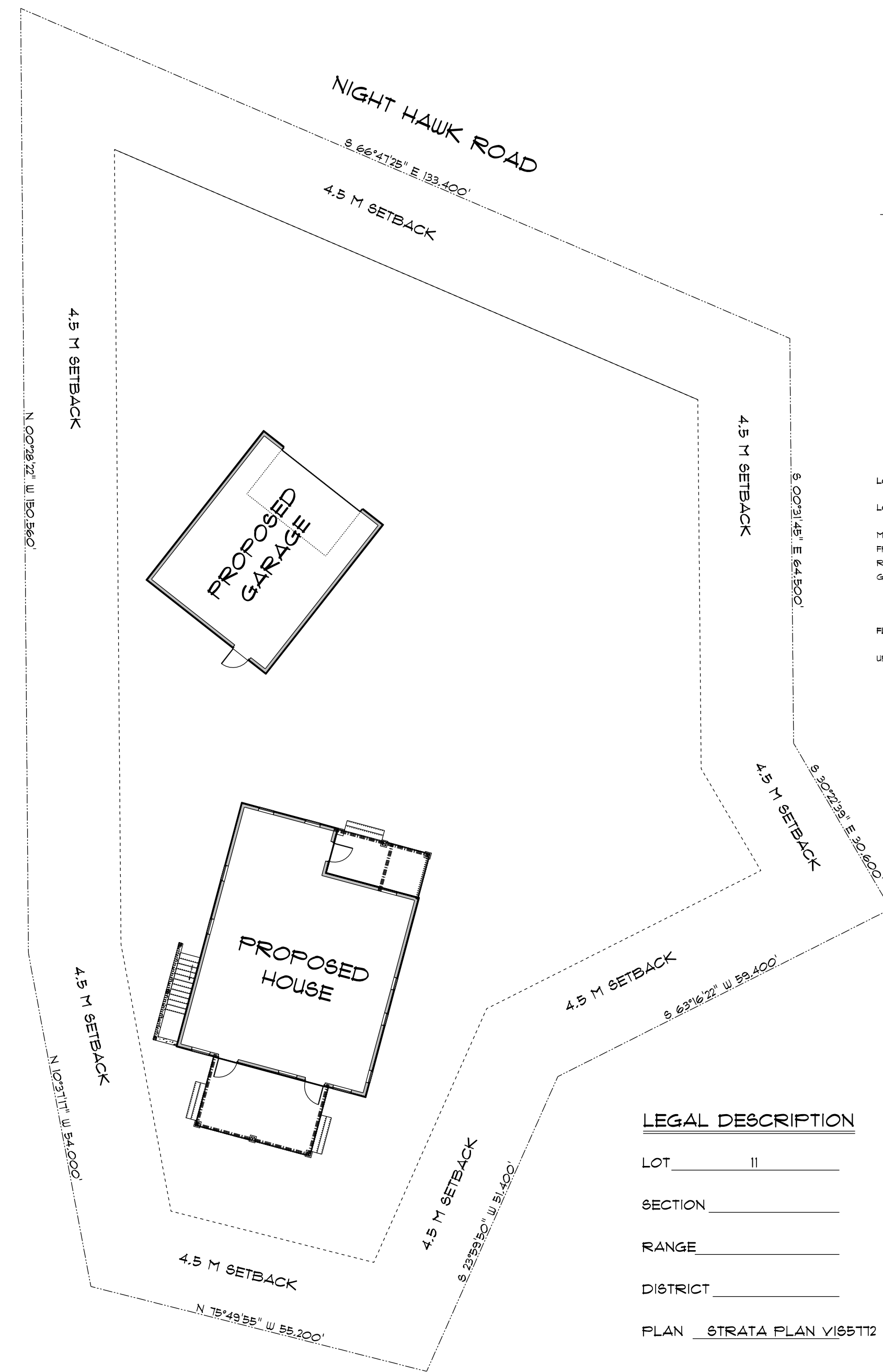


PROPOSED COTTAGE PLAN FOR
GARY & JUDY TAYLOR

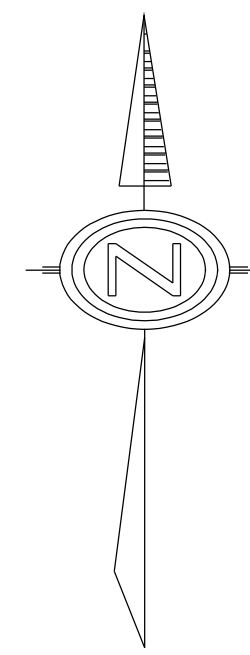
SCALE: AS SHOWN DRAWN BY: JOHN VEUGER
DATE: January 28, 2021 PHONE: 250-148-6110

MAIN FLOOR PLAN

SITE: LOT 11, NIGHAWK RD, LAKE COUICHAN 1/5



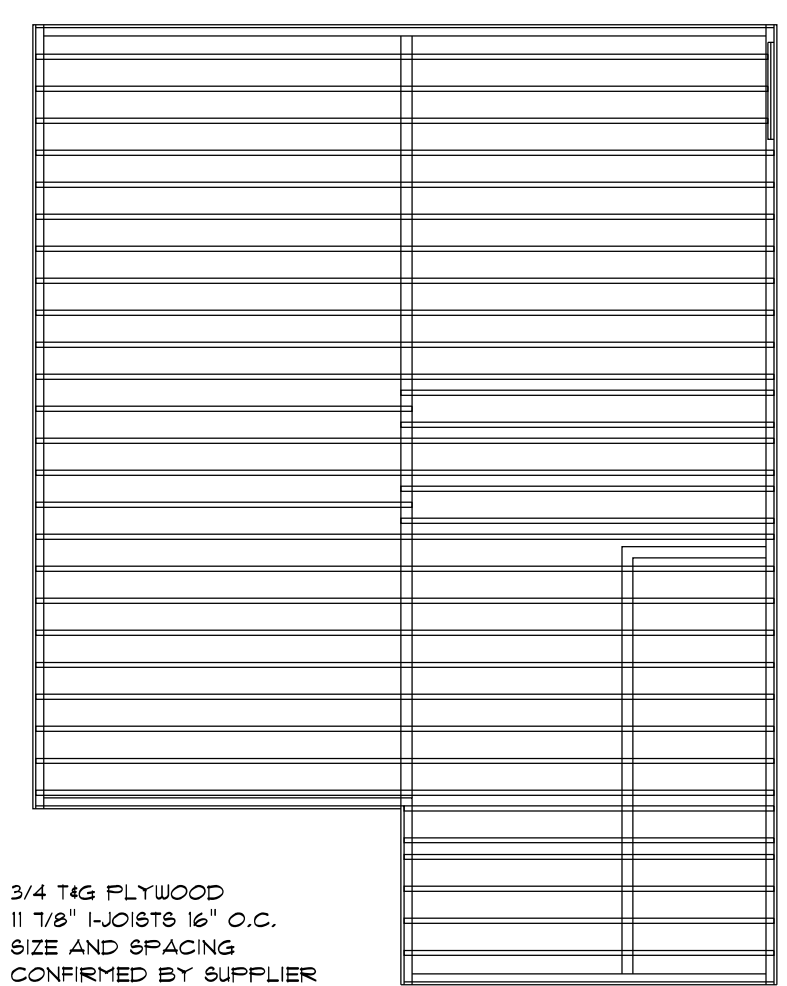
SITE PLAN
SCALE: 1/16" = 1'-0"



LOT SIZE	20786 SQ FT
LOT COVERAGE (50%)	4039 SQ FT
MAIN FLOOR	108 SQ FT
FRONT DECK	13 SQ FT
REAR DECK	78 SQ FT
GARAGE	750 SQ FT
TOTAL 10.8%	2880 SQ FT
FLOOR - RATIO (50%)	10098 SQ FT
UPPER FLOOR	760 SQ FT
TOTAL 14.6%	7840 SQ FT

LEGAL DESCRIPTION

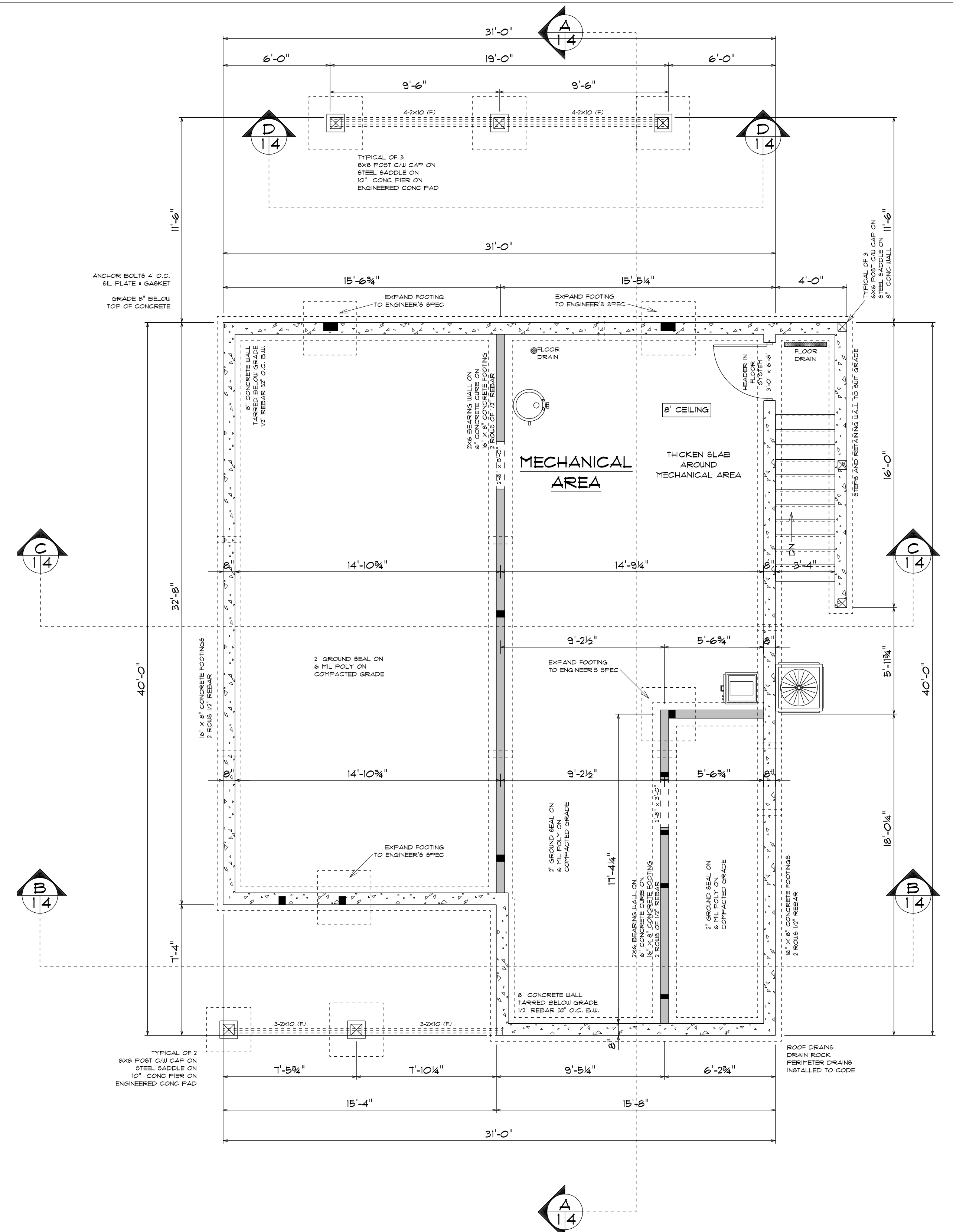
LOT _____ II _____
 SECTION _____
 RANGE _____
 DISTRICT _____
 PLAN STRATA PLAN V185TT2



3/4" T&G PLYWOOD
 11 1/8" JOISTS 16" O.C.
 SIZE AND SPACING
 CONFIRMED BY SUPPLIER

MAIN FLOOR JOIST LAYOUT

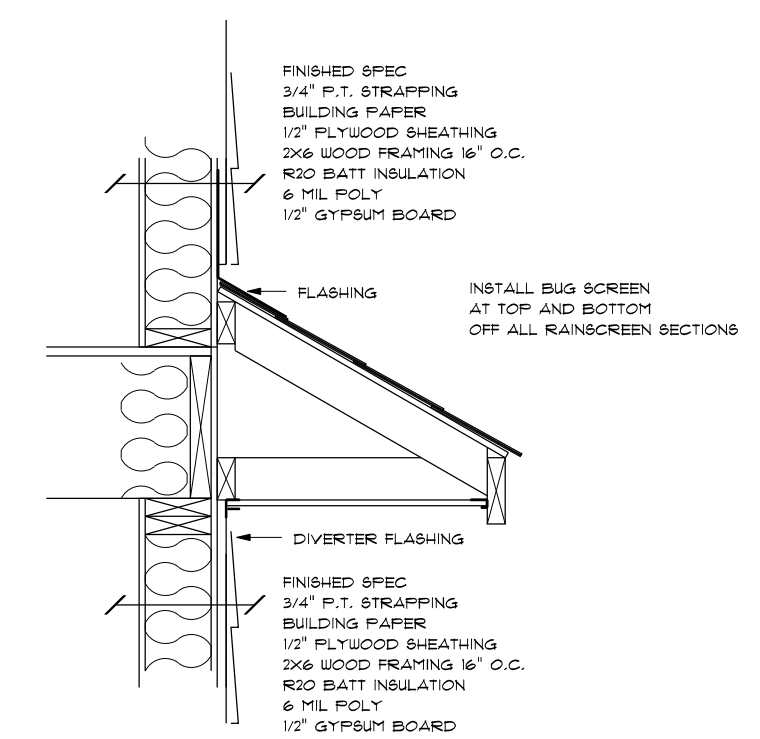
SCALE 1/8"=1'-0"



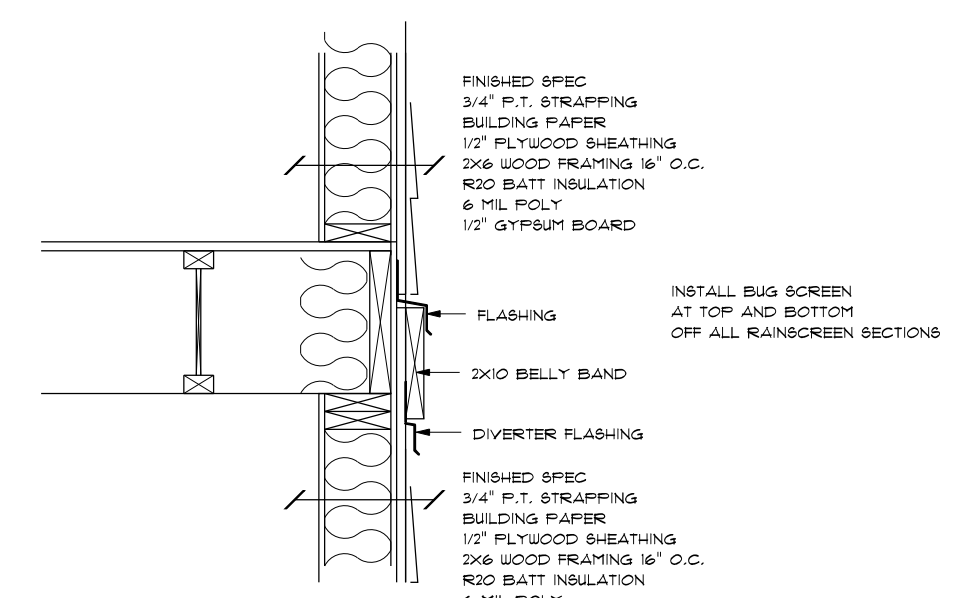
FOUNDATION PLAN

SCALE: 1/4" = 1'-0"

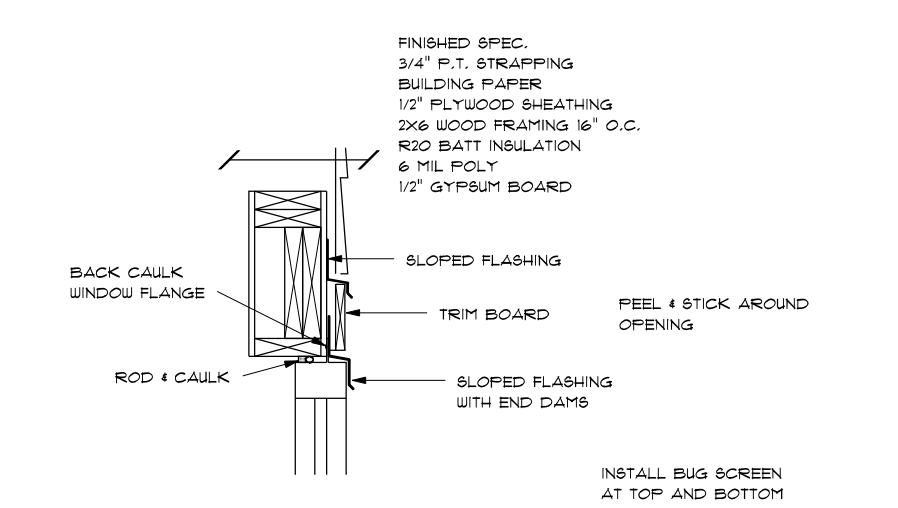
	VISION DESIGN	
	PROPOSED COTTAGE PLAN FOR GARY & JUDY TAYLOR	
SCALE: AS SHOWN	DRAWN BY: JOHN VEUGER	
DATE: January 28, 2021	PHONE: 250-148-6110	
FOUNDATION & SITE PLAN		
SITE: LOT II, NIGHAWK RD, LAKE COUICHAN	2/5	



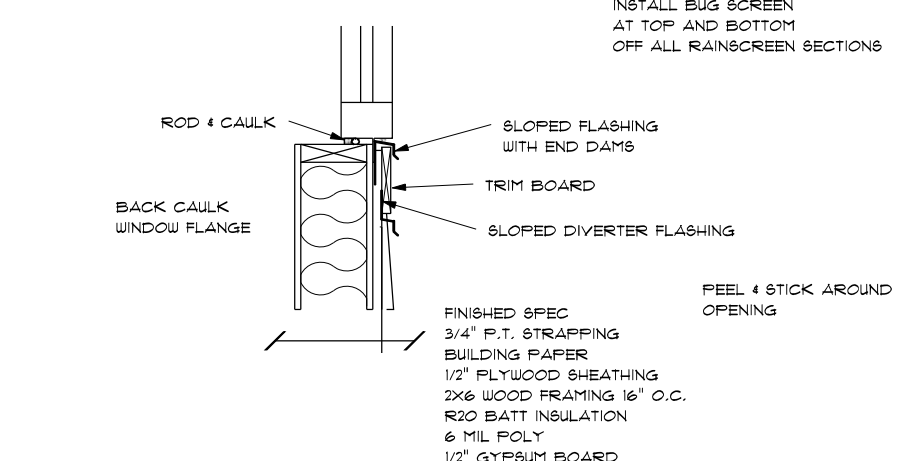
OH JACK DETAIL



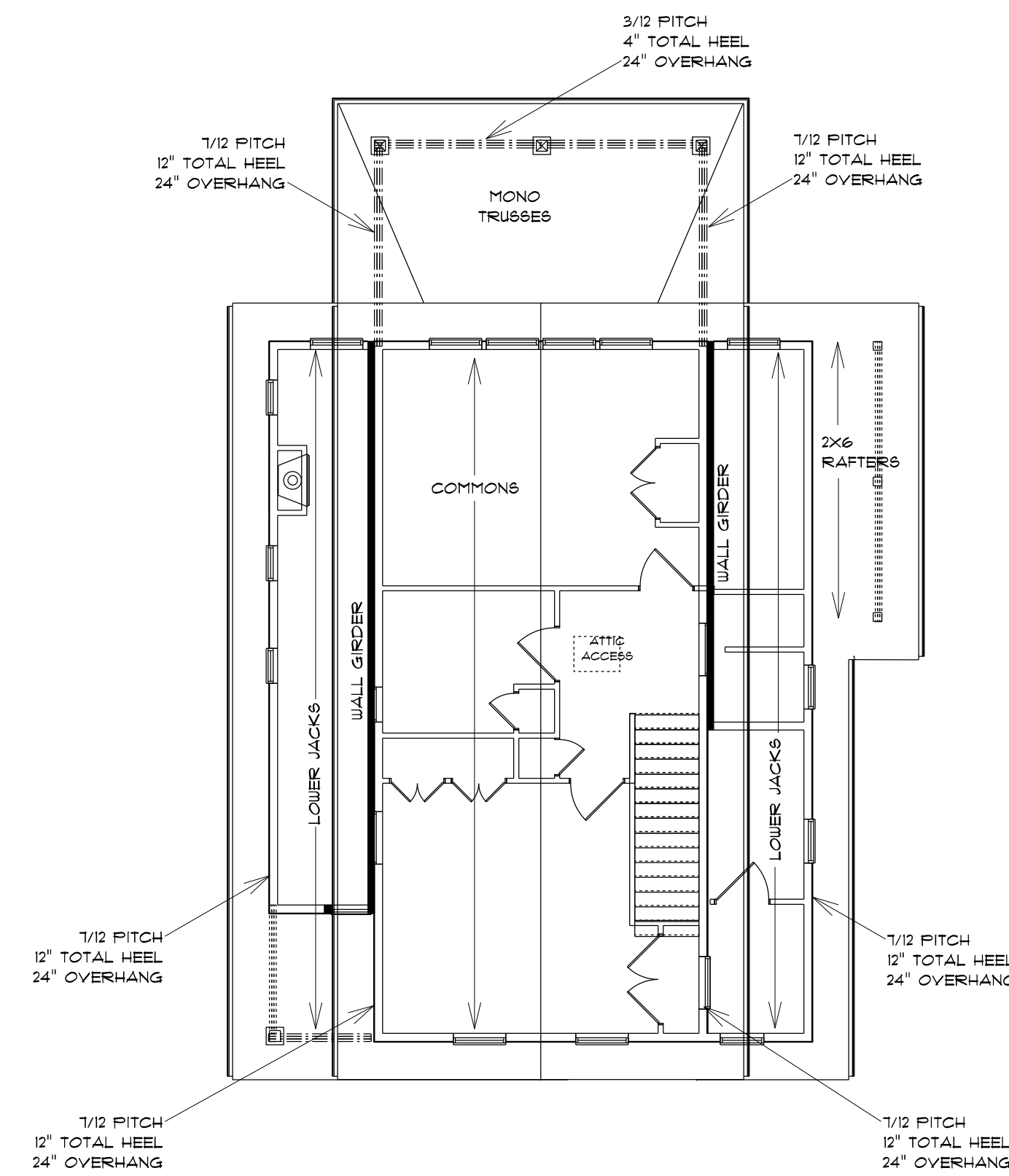
BELLY BAND DETAIL



WINDOW HEAD DETAIL

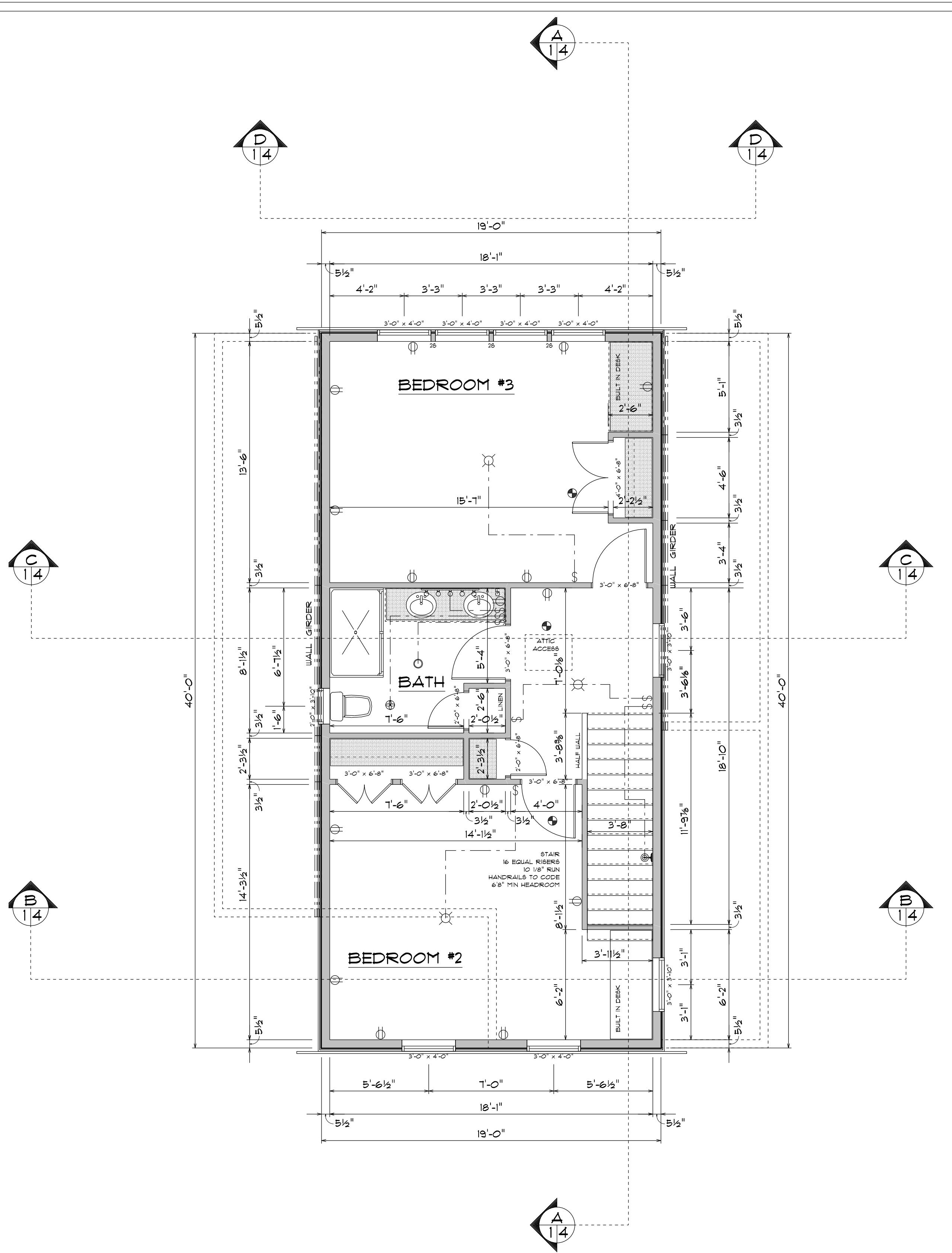


WINDOW SILL DETAIL



TRUSS LAYOUT

SCALE 1/8"=1'-0"



2ND FLOOR PLAN

SCALE: 1/4" = 1'-0"
160 SQUARE FEET LIVING

ENERGY EFFICIENCY REQUIREMENTS

WALL #	EXTERIOR WALL ASSEMBLY	EFF. RSI
1	CEMENT FIBRE 2x6 WALL	
1	EXTERIOR AIR FILM	0.030
2	WALL CLADDING CEMENT FIBRE SIDING, 5/8"	0.076
3	AIR SPACE, RAIN SCREEN 1/2"	0.160
4	SHEATHING 1/2" D.FIR PLYWOOD	0.139
5	2x6 STUDS WITH R20 BATT INSULATION	2.360
6	4" HLL. POLY V.B.	0.000
7	1/2" GIBS	0.078
8	INTERIOR AIR FILM	0.118
	TOTAL EFFECTIVE RSI VALUE OF ENTIRE ASSEMBLY	2.919
	REQUIRED RSI VALUE (ZONE 4)	2.78

WALL #	EXTERIOR WALL ASSEMBLY	EFF. RSI
1	8" CONCRETE / 2 1/2" STYROFOAM	
1	EXTERIOR AIR FILM	0.030
2	8" CONCRETE	0.080
3	2 1/2" STYROFOAM	1.180
4	INTERIOR AIR FILM	0.118
	TOTAL EFFECTIVE RSI VALUE OF ENTIRE ASSEMBLY	2.378
	REQUIRED RSI VALUE (ZONE 4)	1.98

CA-1 #	CEILING ASSEMBLY	EFF. RSI
1	TRUSS ROOF R40 INSULATION	
1	EXTERIOR AIR FILM	0.030
2	R20 BLOWN INSULATION	3.23
3	R20 BLOWN INSUL. 2x4 BOTTOM CHORD 24" O.C.	1.54
4	4" HLL. POLY V.B.	0.000
5	1/2" GIBS	0.078
6	INTERIOR AIR FILM	0.118
	TOTAL EFFECTIVE RSI VALUE OF ENTIRE ASSEMBLY	6.980
	REQUIRED RSI VALUE (ZONE 4)	6.91

FA-4 #	FLOOR	EFF. RSI
1	11 1/8" I-JOIST FLOOR CANTILEVERED	
1	INTERIOR AIR FILM	0.118
2	CANFITE 4 RUBBER PAD	0.250
3	3/4" D.FIR PLYWOOD	0.140
4	R20 BATT INSUL. 11 1/8" I-JOIST 16" O.C.	4.663
5	FIBER. ALUM. BOFFIT	0.030
6	EXTERIOR AIR FILM	0.030
	TOTAL EFFECTIVE RSI VALUE OF ENTIRE ASSEMBLY	5.222
	REQUIRED RSI VALUE (ZONE 4)	4.61

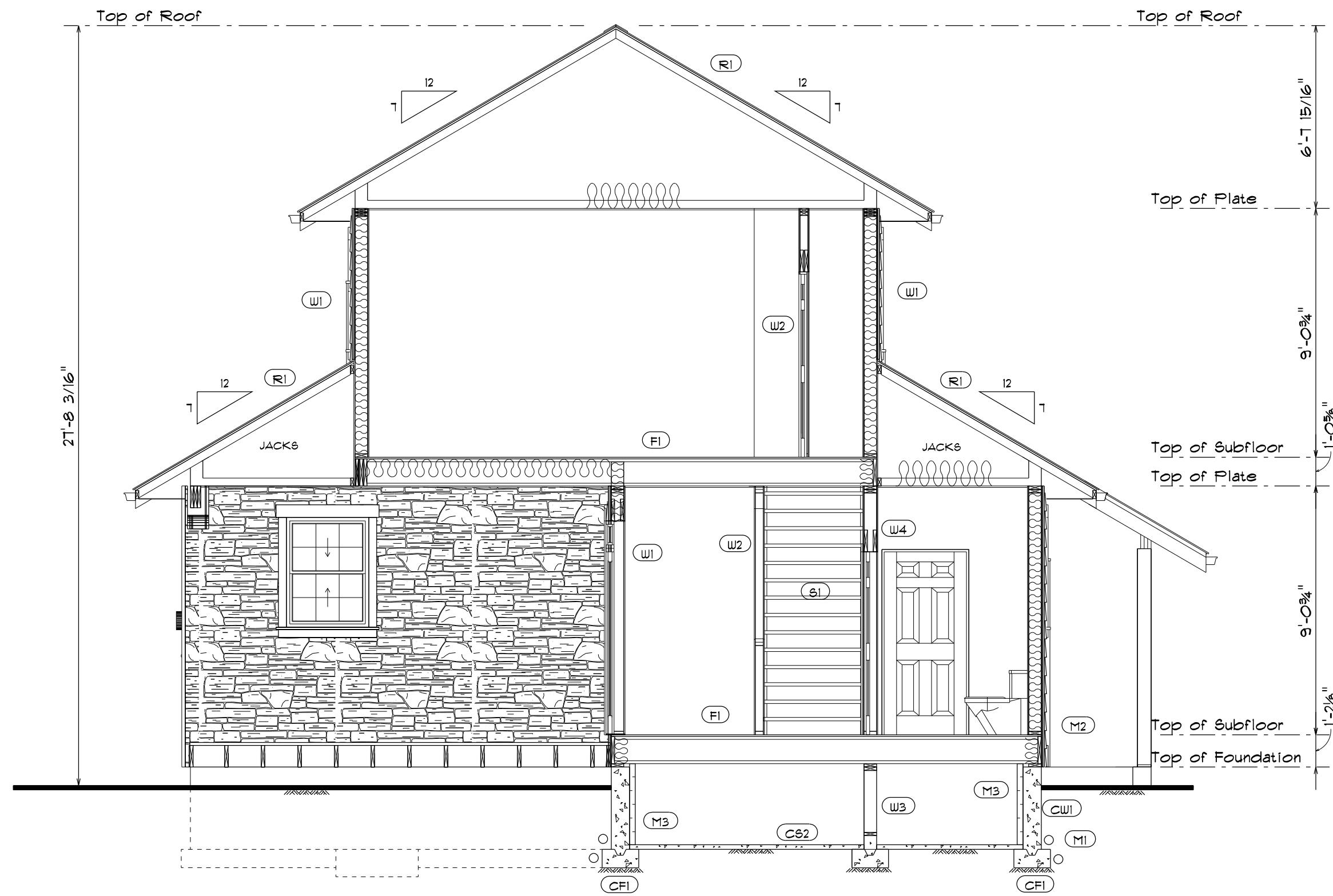
VISION DESIGN

PROPOSED COTTAGE PLAN FOR GARY & JUDY TAYLOR

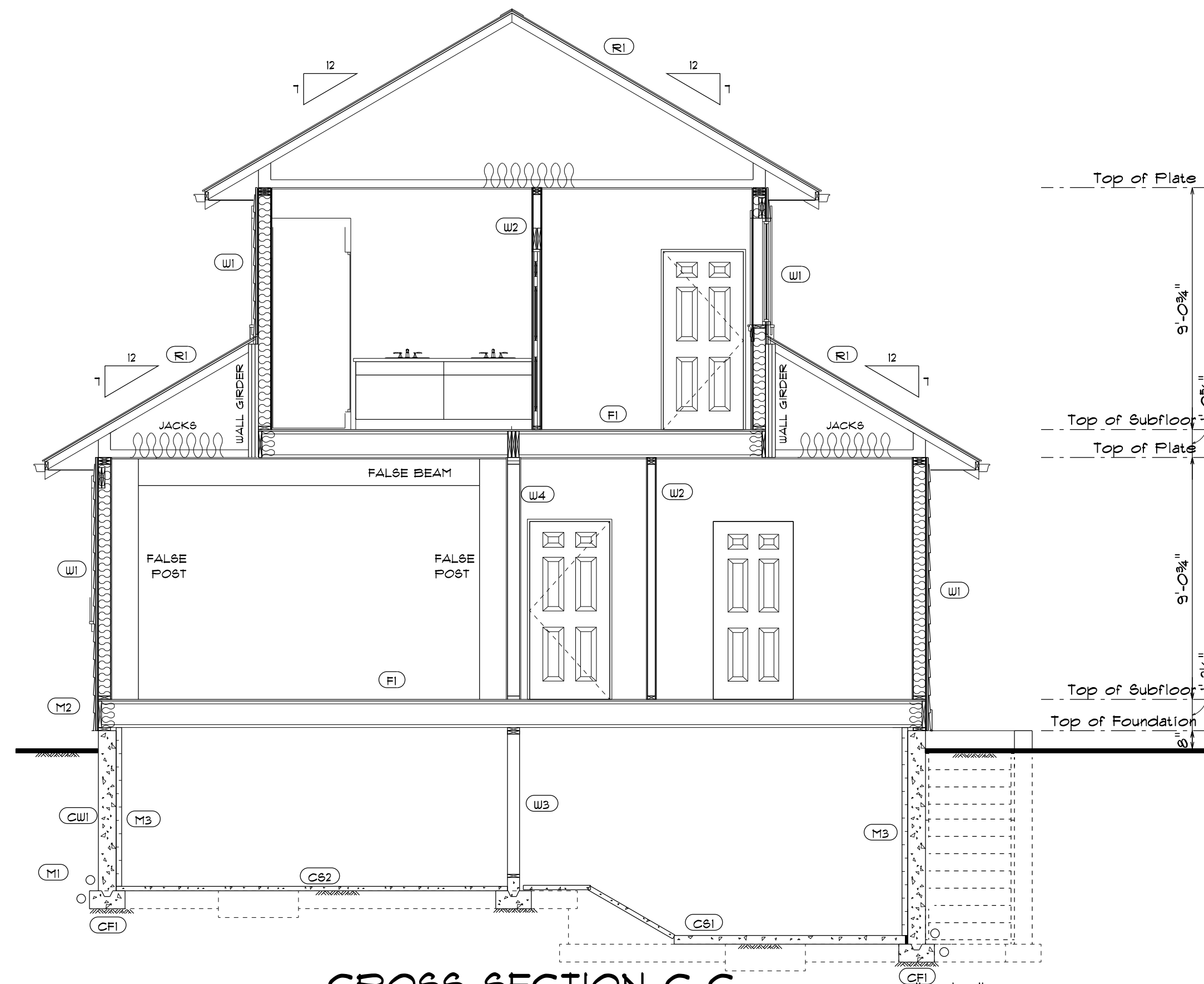
SCALE: AS SHOWN DRAWN BY: JOHN VEUGER
DATE: January 28, 2021 PHONE: 250-148-6110

UPPER FLOOR PLAN

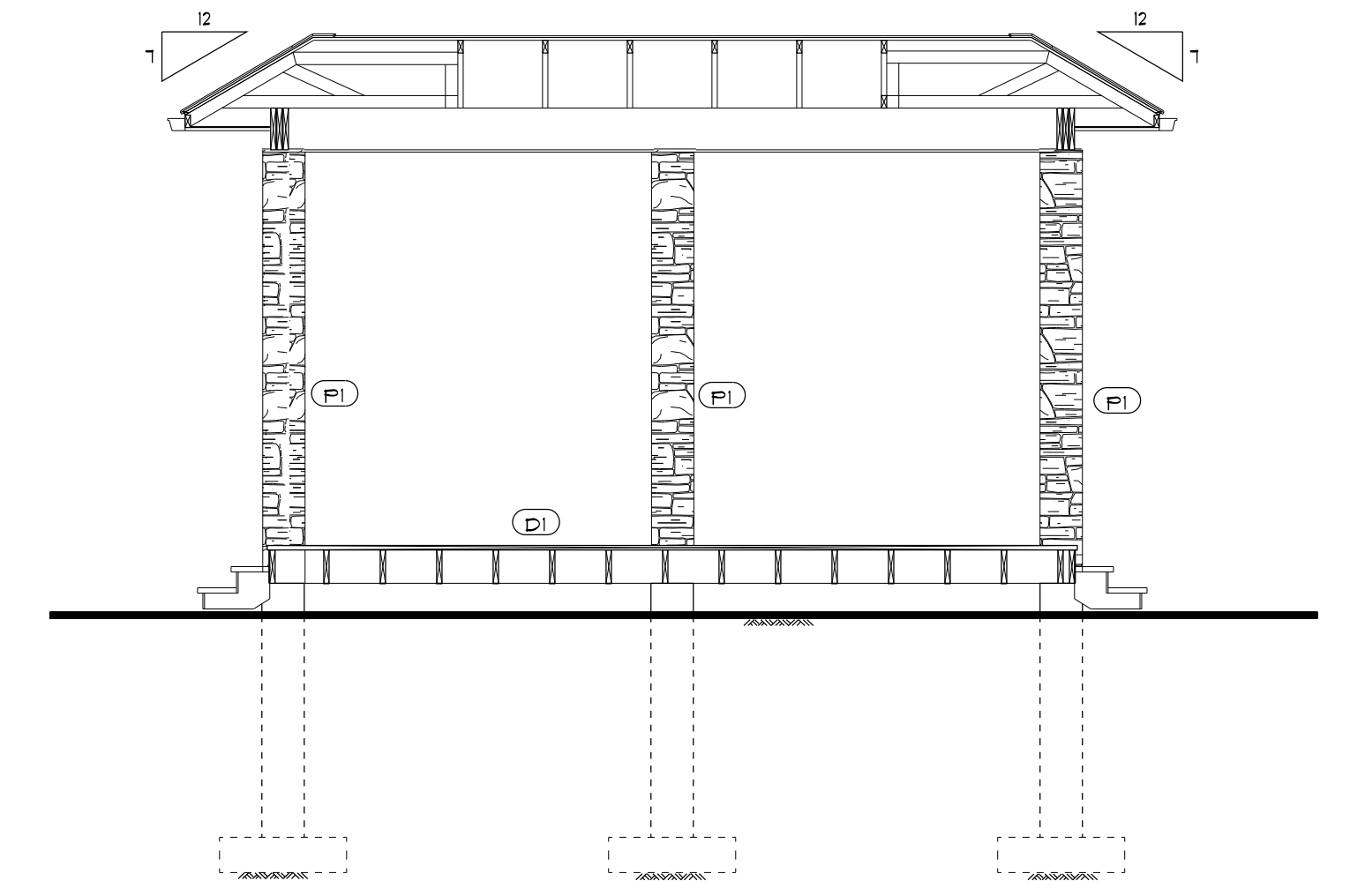
SITE: LOT II, NIGHAWK RD, LAKE COUICHAN **3/5**



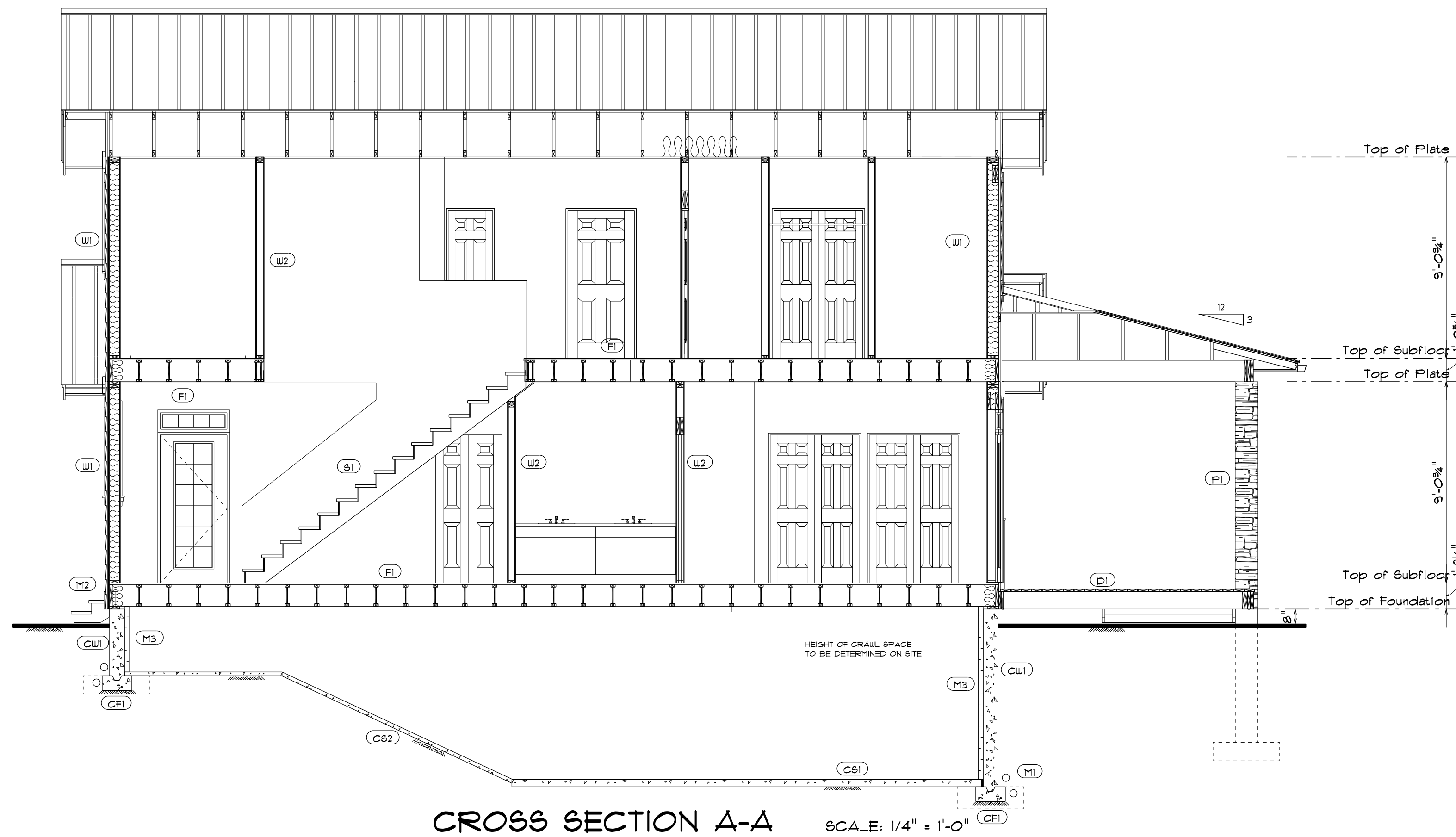
CROSS SECTION B-B SCALE: 1/4" = 1'-0"



CROSS SECTION C-C SCALE: 1/4" = 1'-0"



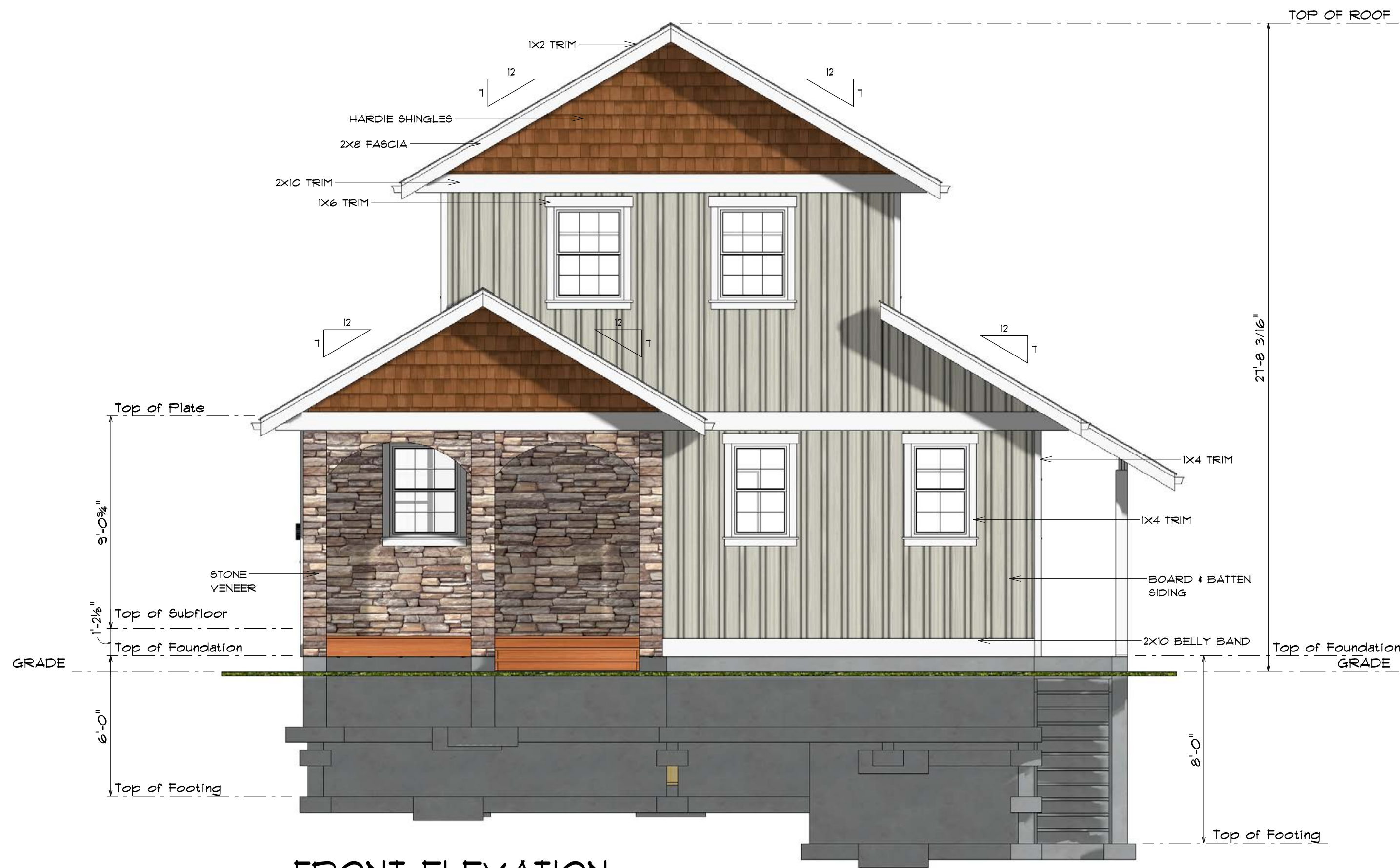
CROSS SECTION D-D SCALE: 1/4" = 1'-0"



CROSS SECTION A-A SCALE: 1/4" = 1'-0"

- (R1) METAL ROOFING
ROOFING FELT
1/2" PLYWOOD SHEATHING
ENGINEERED TRUSSES
R-40 INSULATION
VAPOUR BARRIER
5/8" DRYWALL
- (W1) FINISHED SPEC.
APPROVED RAIN SCREEN
BUILDING PAPER
1/2" SHEATHING
2X6 STUDS 16" O.C.
R-20 INSULATION
VAPOUR BARRIER
1/2" DRYWALL
- (W2) 1/2" DRYWALL
2X4 STUDS 16" O.C.
1/2" DRYWALL
- (W3) 2X6 BEARING WALL ON
6" CONCRETE CURB ON
16" X 8" CONCRETE FOOTING
2 ROWS OF 1/2" REBAR
- (W4) 1/2" DRYWALL
2X6 STUDS 16" O.C.
1/2" DRYWALL
- (S1) STAIR
16 EQUAL RISERS
10 1/8" RUN
HANDRAILS TO CODE
6'8" MIN HEADROOM
- (F1) STONE VENEER CLADDED
8X8 POST C/W CAP ON
STEEL SADDLE ON
10" CONC PIER ON
ENGINEERED CONC PAD
- (F2) 3/4" T&S PLYWOOD
11 7/8" JOISTS 16" O.C.
SIZE AND SPACING
CONFIRMED BY SUPPLIER
- (D1) SPACED DECKING
2X10 DECK JOISTS 16" O.C.
- (C/W1) 8" CONCRETE WALL
TARRED BELOW GRADE
1/2" REBAR 32" O.C. B.W.
- (C/F1) 16" X 8" CONCRETE FOOTINGS
2 ROWS 1/2" REBAR
- (C/S1) 4" CONCRETE SLAB ON
6 MIL FOLY ON
COMPACTED GRADE
- (C/G2) 2" GROUND SEAL ON
6 MIL FOLY ON
COMPACTED GRADE
- (M1) ROOF DRAINS
DRAIN ROCK
PERIMETER DRAINS
INSTALLED TO CODE
- (M2) ANCHOR BOLTS 4" O.C.
8/16 PLATE + GASKET
GRADE 8" BELOW
TOP OF CONCRETE
- (M3) 2.5" R-12 RIGID
INSULATION

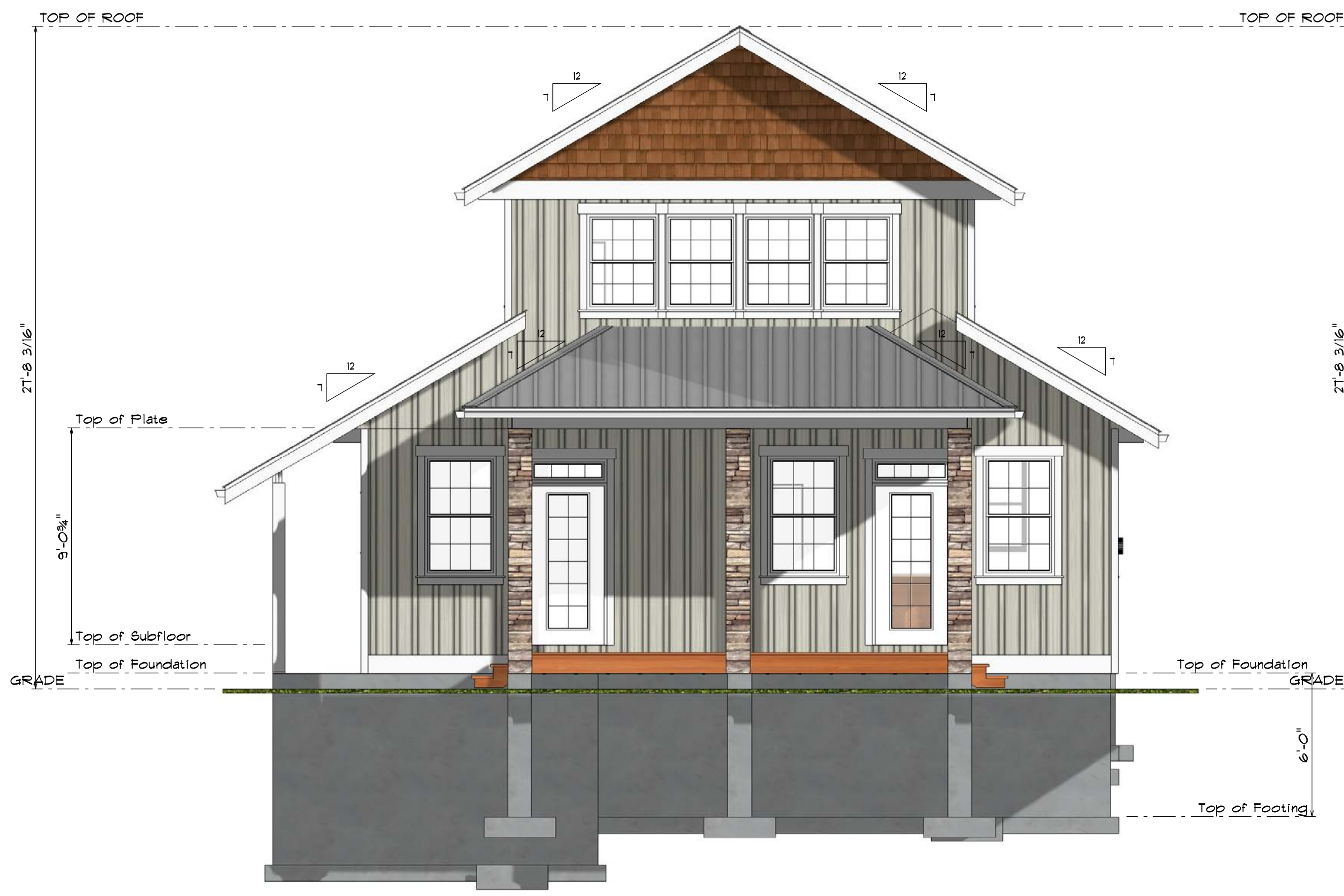
	VISION DESIGN
PROPOSED COTTAGE PLAN FOR GARY & JUDY TAYLOR	
SCALE: AS SHOWN	DRAWN BY: JOHN VEUGER
DATE: January 28, 2021	PHONE: 250-148-6110
CROSS SECTIONS	
SITE: LOT II, NIGHAWK RD, LAKE COUICHAN	4/5



FRONT ELEVATION
SCALE: 1/4" = 1'-0"



RIGHT ELEVATION
SCALE: 1/4" = 1'-0"

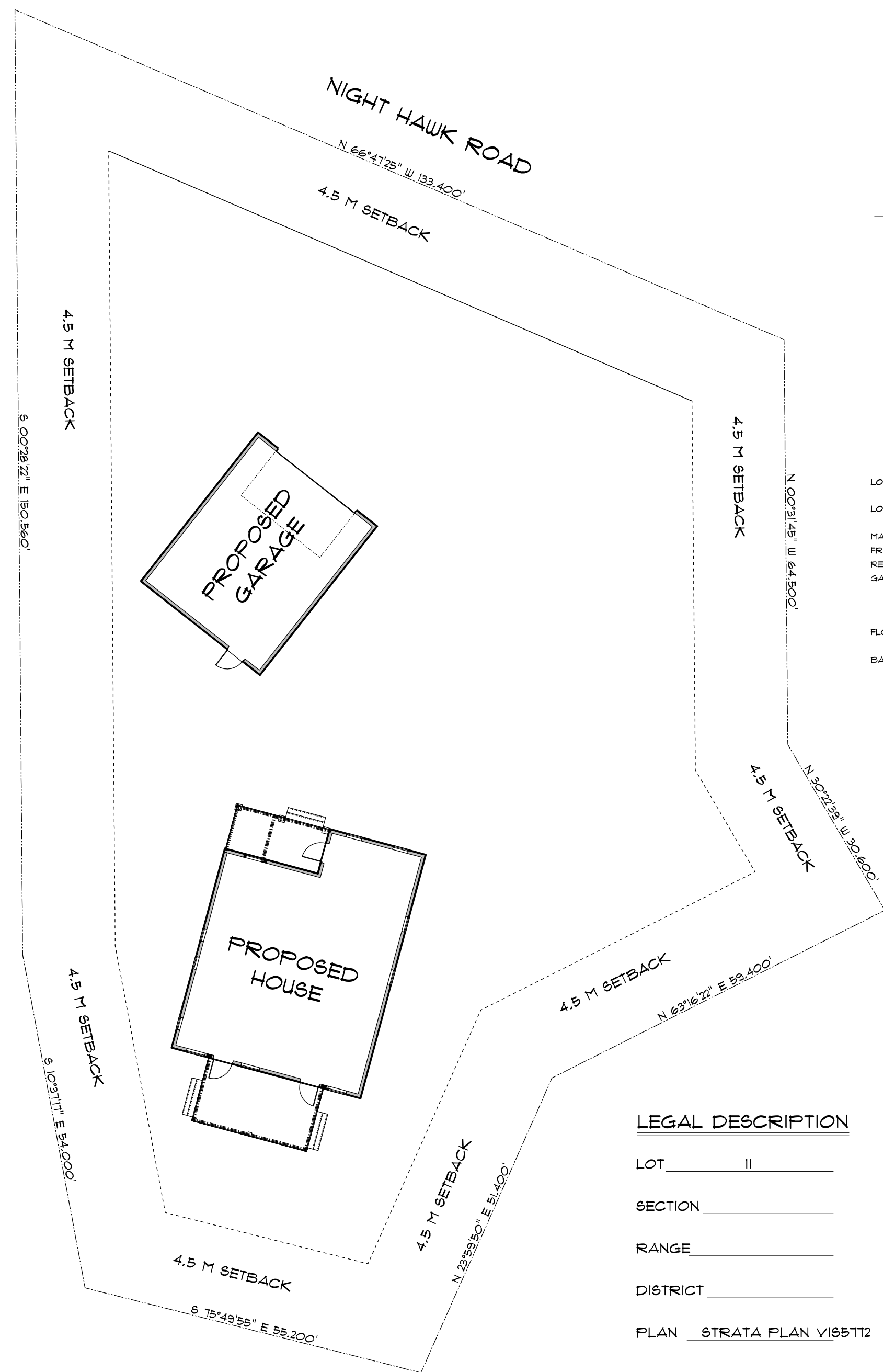


REAR ELEVATION
SCALE: 1/4" = 1'-0"

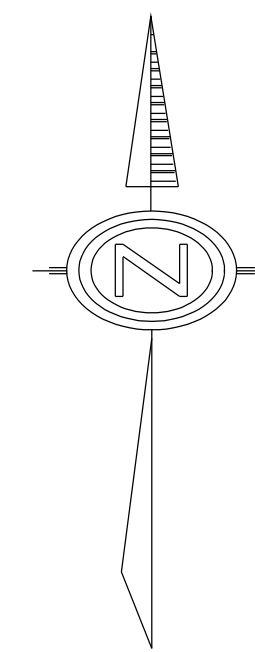


LEFT ELEVATION
SCALE: 1/4" = 1'-0"

SCALE: AS SHOWN	DRAWN BY: JOHN VEUGER
DATE: January 28, 2021	PHONE: 250-148-6110
ELEVATIONS	
SITE: LOT II, NIGHAWK RD, LAKE COUICHAN	5/5



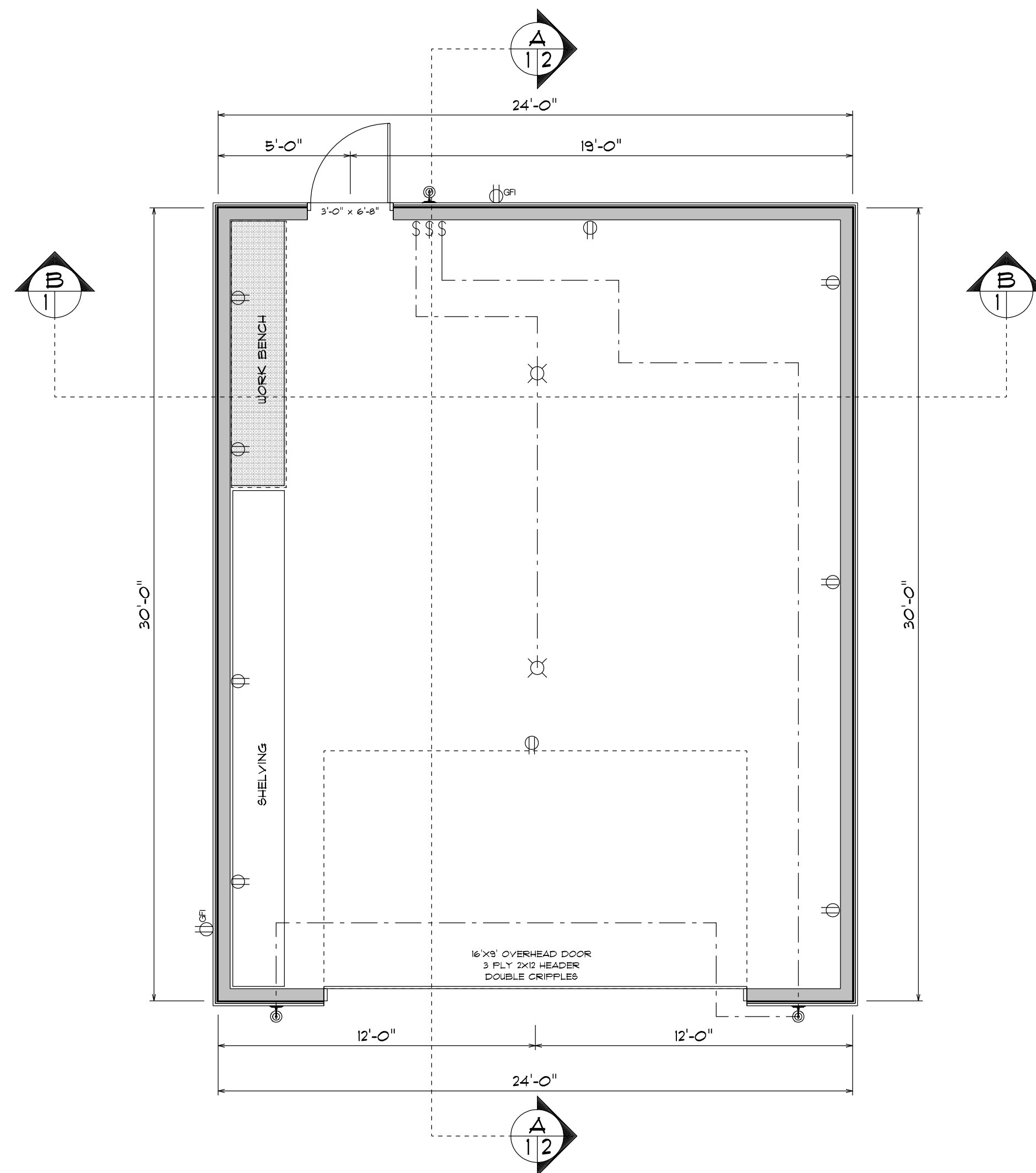
SITE PLAN
SCALE: 1/16" = 1'-0"



LOT SIZE	20,796 SQ FT
LOT COVERAGE (50%)	4,039 SQ FT
MAIN FLOOR	1,028 SQ FT
FRONT DECK	13 SQ FT
REAR DECK	300 SQ FT
GARAGE	1,028 SQ FT
TOTAL I.O.T.N.	2,369 SQ FT
FLOOR : RATIO (50%)	1,142 SQ FT
BASEMENT	1,994 SQ FT
TOTAL I.R.	4,136 SQ FT

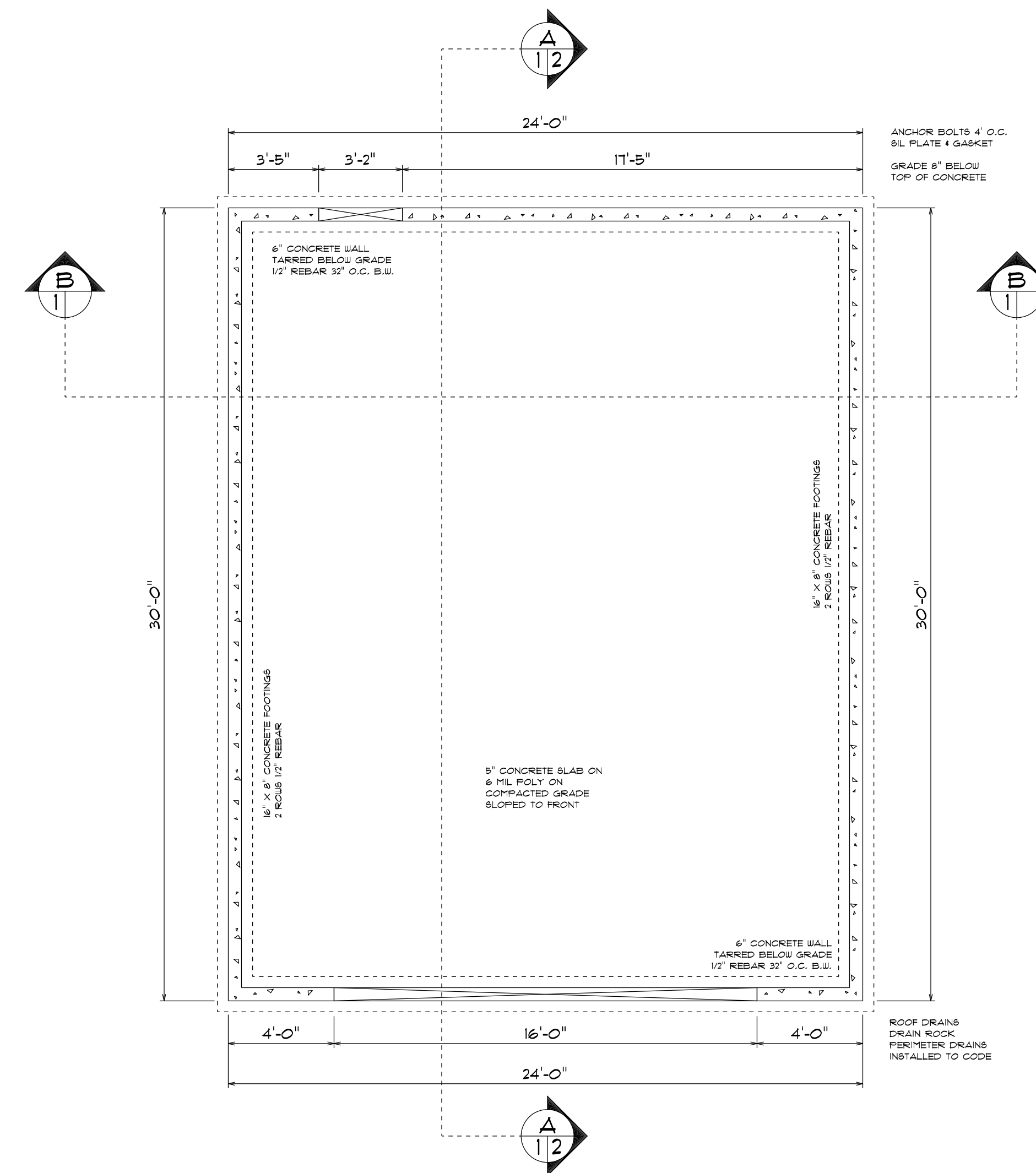
LEGAL DESCRIPTION

LOT _____ II _____
 SECTION _____
 RANGE _____
 DISTRICT _____
 PLAN STRATA PLAN V165112



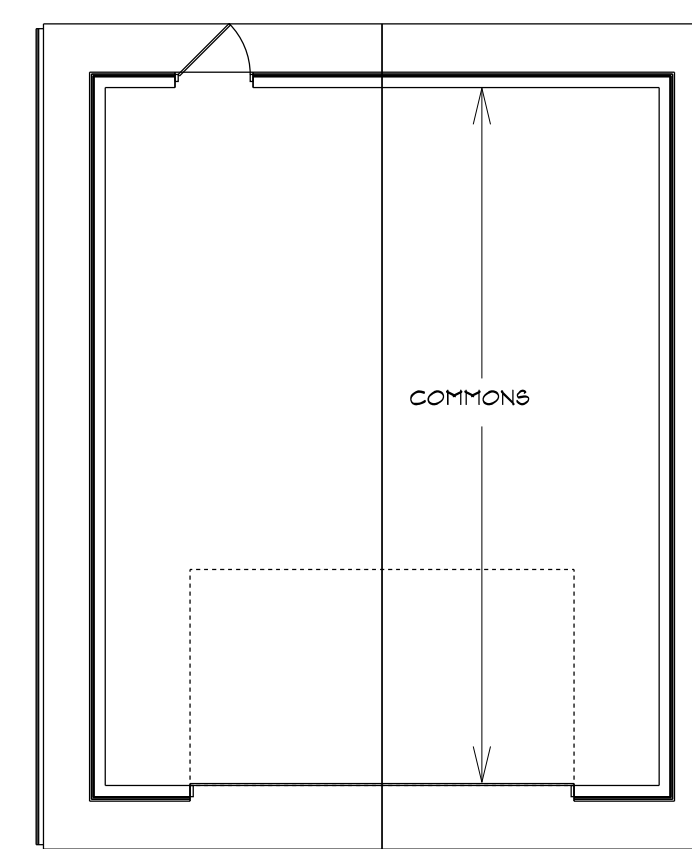
GARAGE FLOOR PLAN

SCALE: 1/4" = 1'-0"
120 SQUARE FEET



FOUNDATION PLAN

SCALE: 1/4" = 1'-0"



TRUSS LAYOUT

SCALE 1/8"=1'-0"

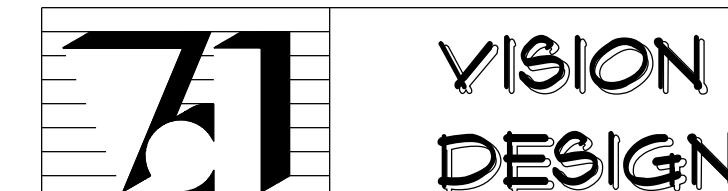


BEAMS (D) DENOTES DROPPED
(F) DENOTES FLUSH
ALL DIMENSIONS TO FACE OF STUDS
FACE OF STUDS FLUSH WITH CONCRETE

WALL LEGEND

- 2 X 6 STUD WALL (3 1/2" THICK)
- 2 X 4 STUD WALL (3 1/2" THICK)

- NOTES**
- ALL WORK SHALL CONFORM TO CURRENT BUILDING CODES AND LOCAL BYLAWS
 - WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DRAWINGS
 - BUILDER MUST VERIFY ALL DIMENSIONS, INFORMATION, AND SPECIFICATIONS BEFORE STARTING WORK AND NOTIFY DESIGNER OF ANY ERRORS
 - FOOTINGS SHOWN ON THESE DRAWINGS HAVE BEEN DESIGNED FOR SOIL BEARING CAPACITY OF 1500 PSF. IF LESSER BEARING CAPACITY, IT IS THE RESPONSIBILITY OF OWNER / CONTRACTOR TO HAVE FOOTINGS REDESIGNED BY ENGINEER TO SUIT SITE CONDITIONS
 - ALL CONCRETE TO HAVE MINIMUM COMPRESSIVE STRENGTH OF 20MPA @ 28 DAYS IN BUILDING CODES REQUIRE DESIGN BY A REGISTERED STRUCTURAL ENGINEER
 - ALL FOOTINGS TO HAVE 2 ROWS OF 1/2" REBAR 3" CLEAR FROM SIDE + BOTTOM
 - ALL WOOD FRAMING TO BE #2 OR BETTER DOUGLAS FIR, OR SPRUCE
 - ALL LINTELS TO BE 2-2X10 #2 DOUGLAS FIR OR BETTER UNLESS OTHERWISE NOTED
 - ALL WOOD CONTACTING CONCRETE TO BE SEPARATED WITH APPROVED MATERIAL
 - ALL ENGINEERED COMPONENTS TO BE INSTALLED TO MANUFACTURER'S SPEC.
 - ATTIC TO BE VENTED MINIMUM 1300 OF AREA



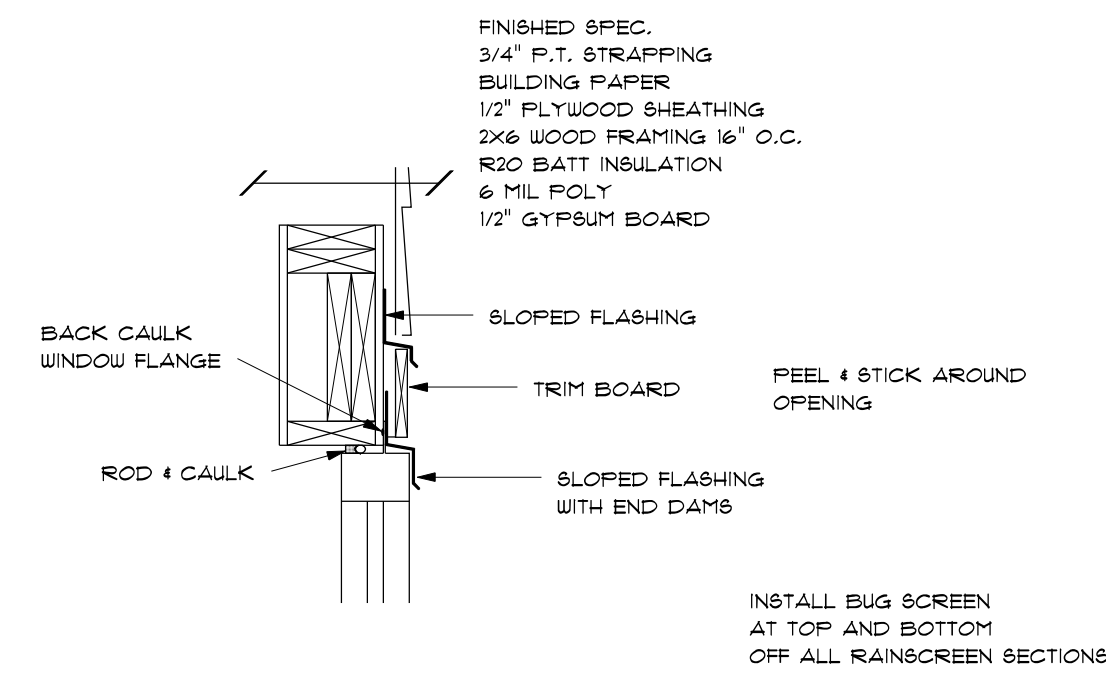
PROPOSED GARAGE PLAN FOR
GARY & JUDY TAYLOR

SCALE: AS SHOWN DRAWN BY: JOHN VEUGER
DATE: January 8, 2020 PHONE: 250-148-6110

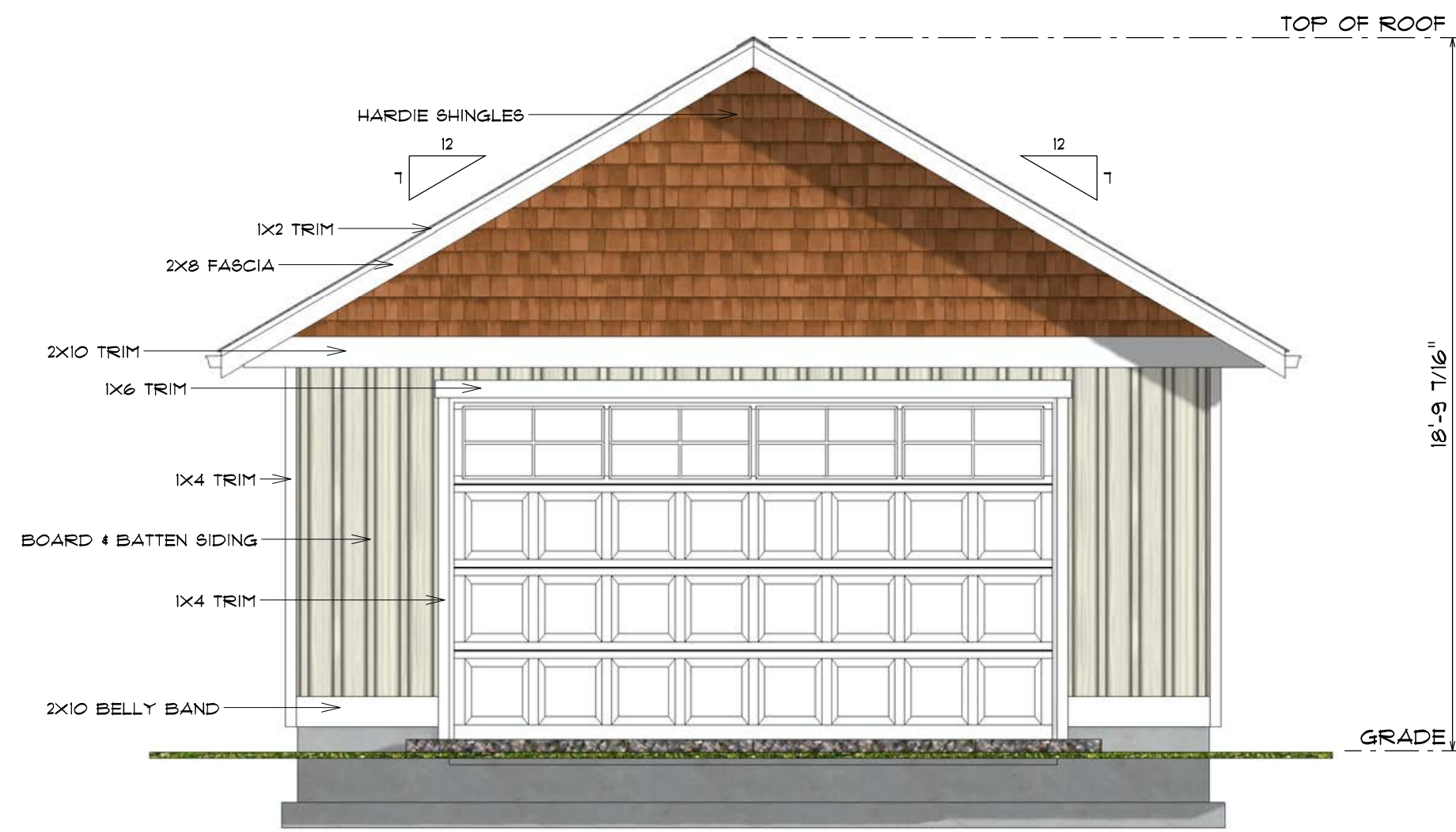
FLOOR & FOUNDATION PLAN

SITE:
LOT II, NIGHTHAWK RD,
LAKE COUICHAN

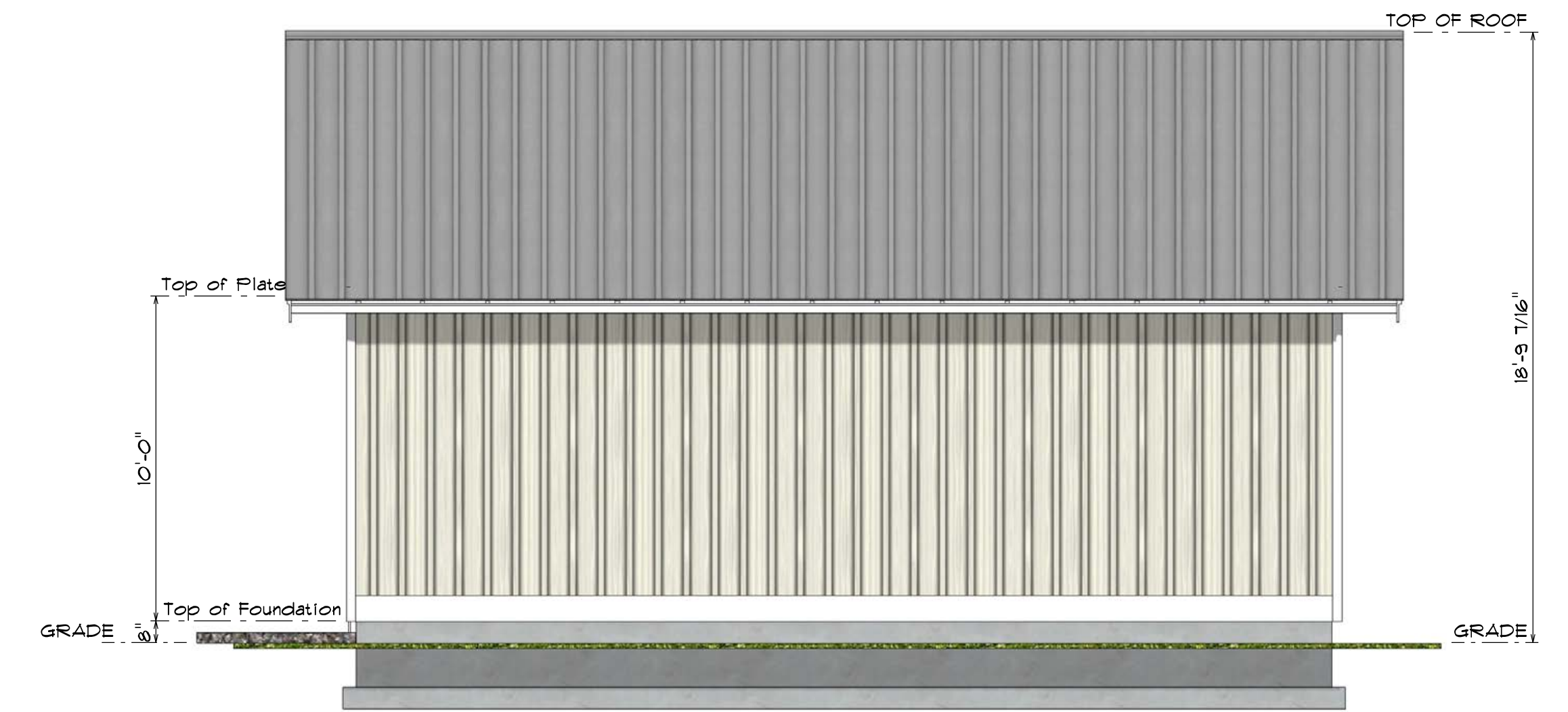




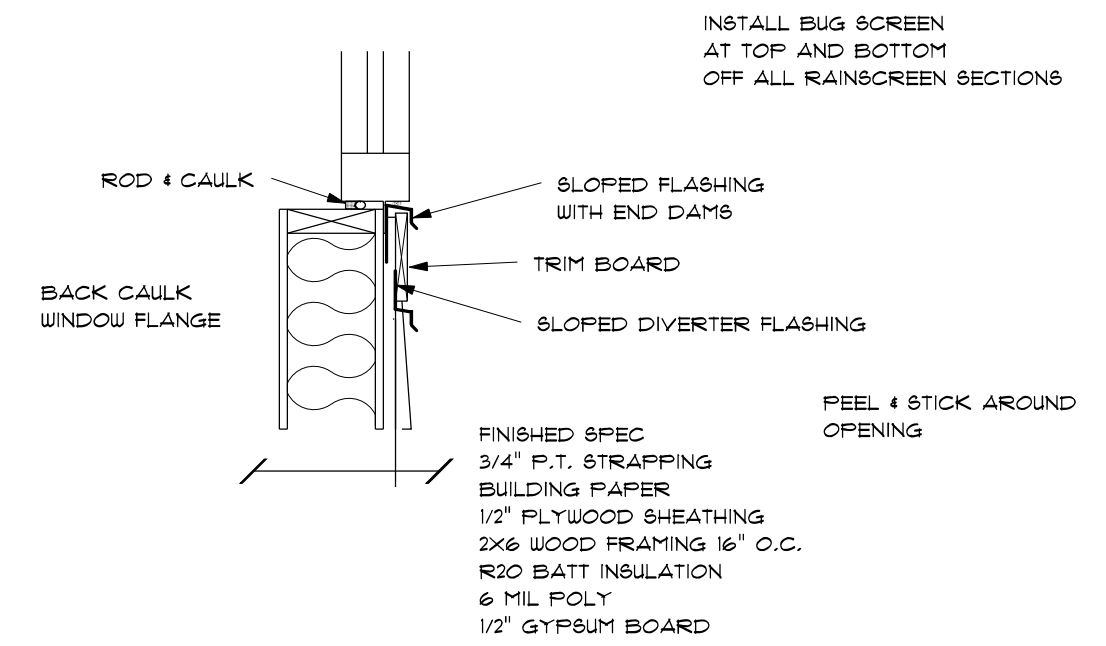
WINDOW HEAD DETAIL



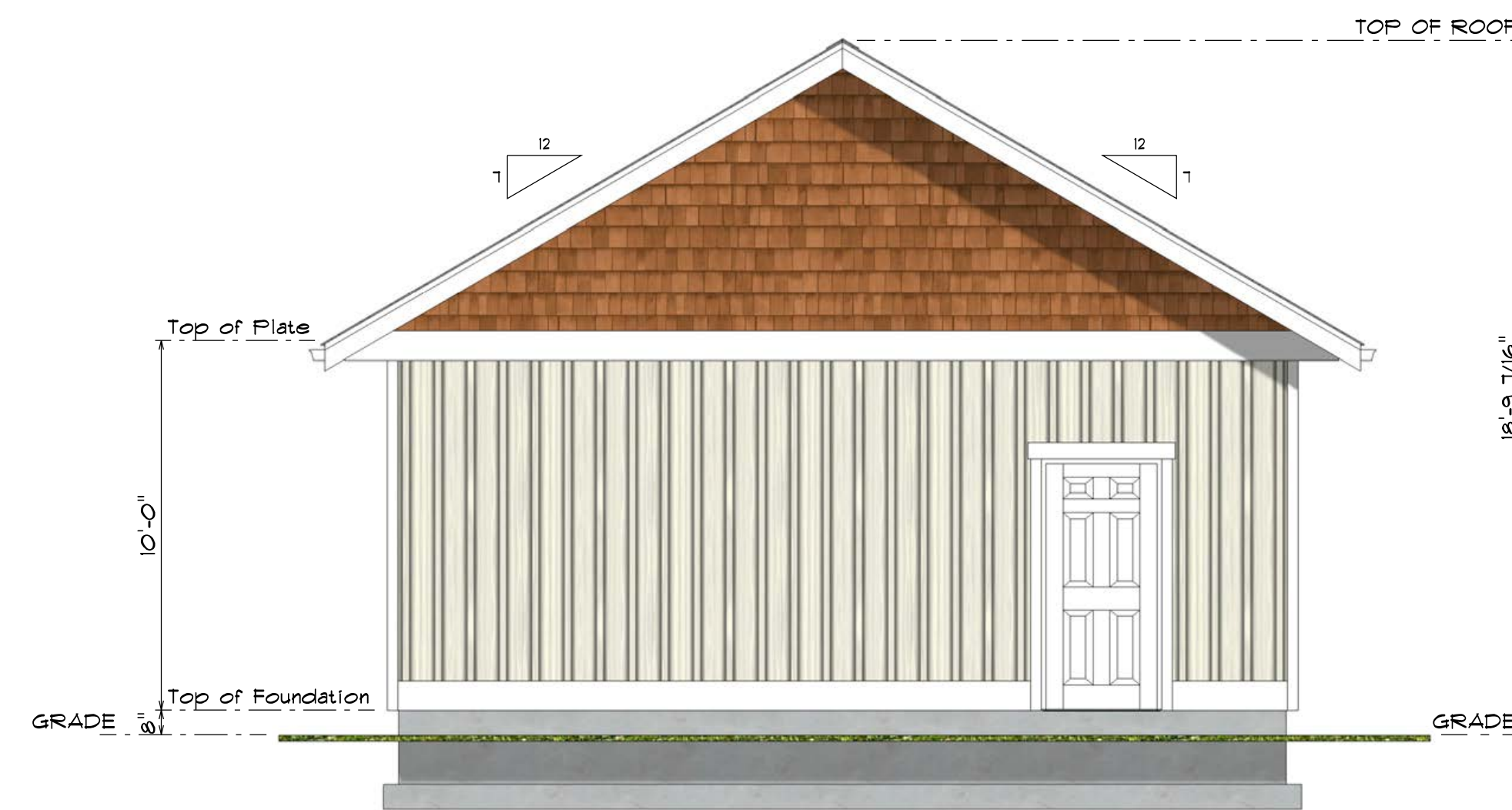
FRONT ELEVATION
SCALE: 1/4" = 1'-0"



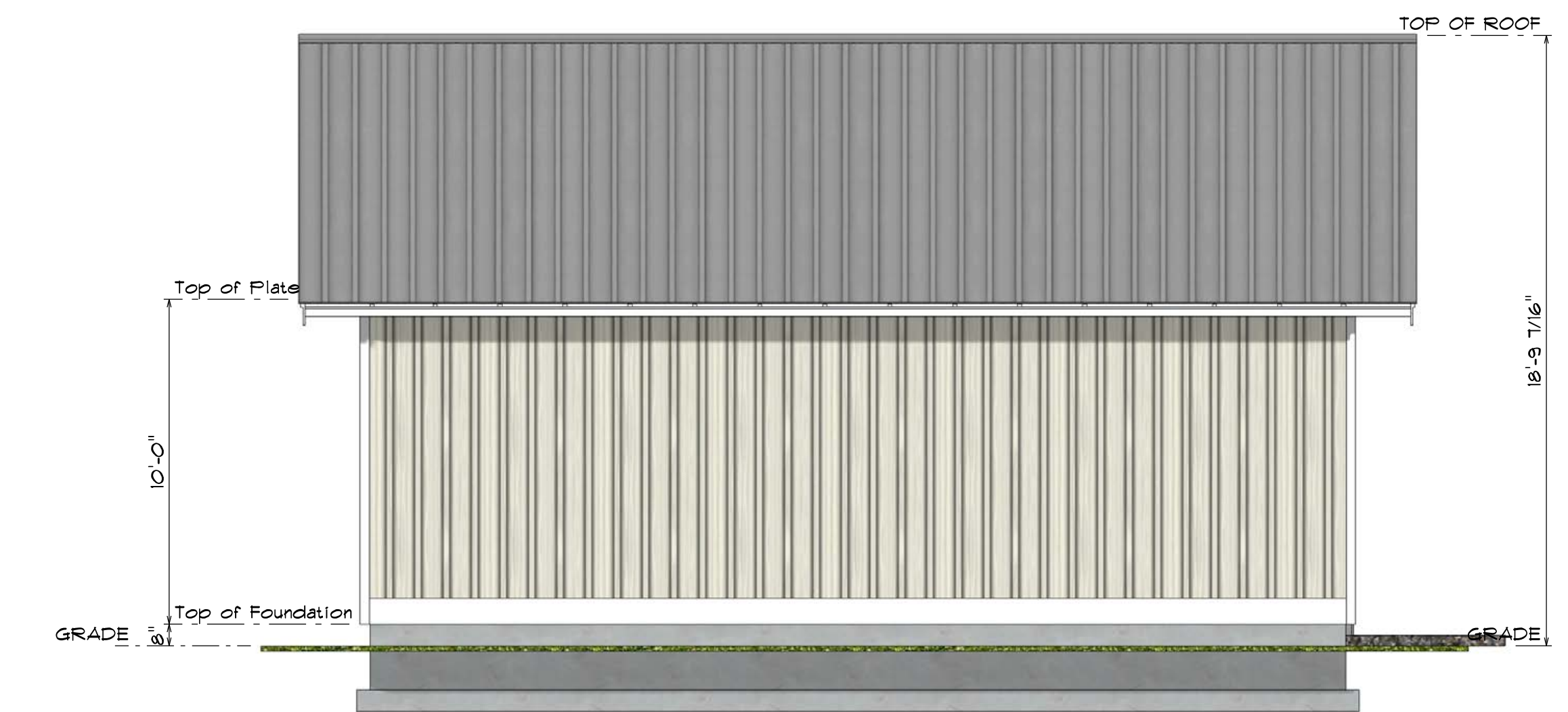
RIGHT ELEVATION
SCALE: 1/4" = 1'-0"



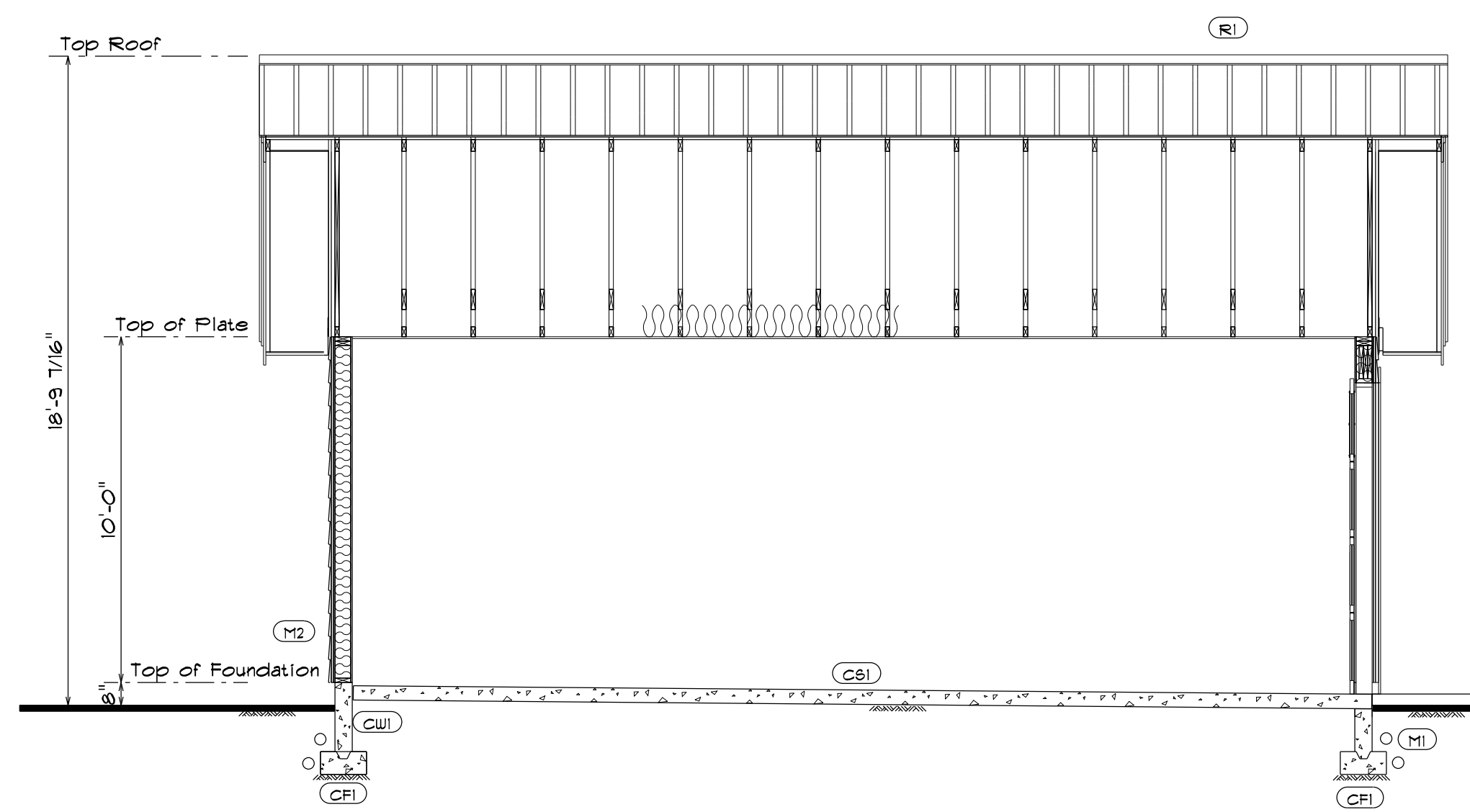
WINDOW SILL DETAIL



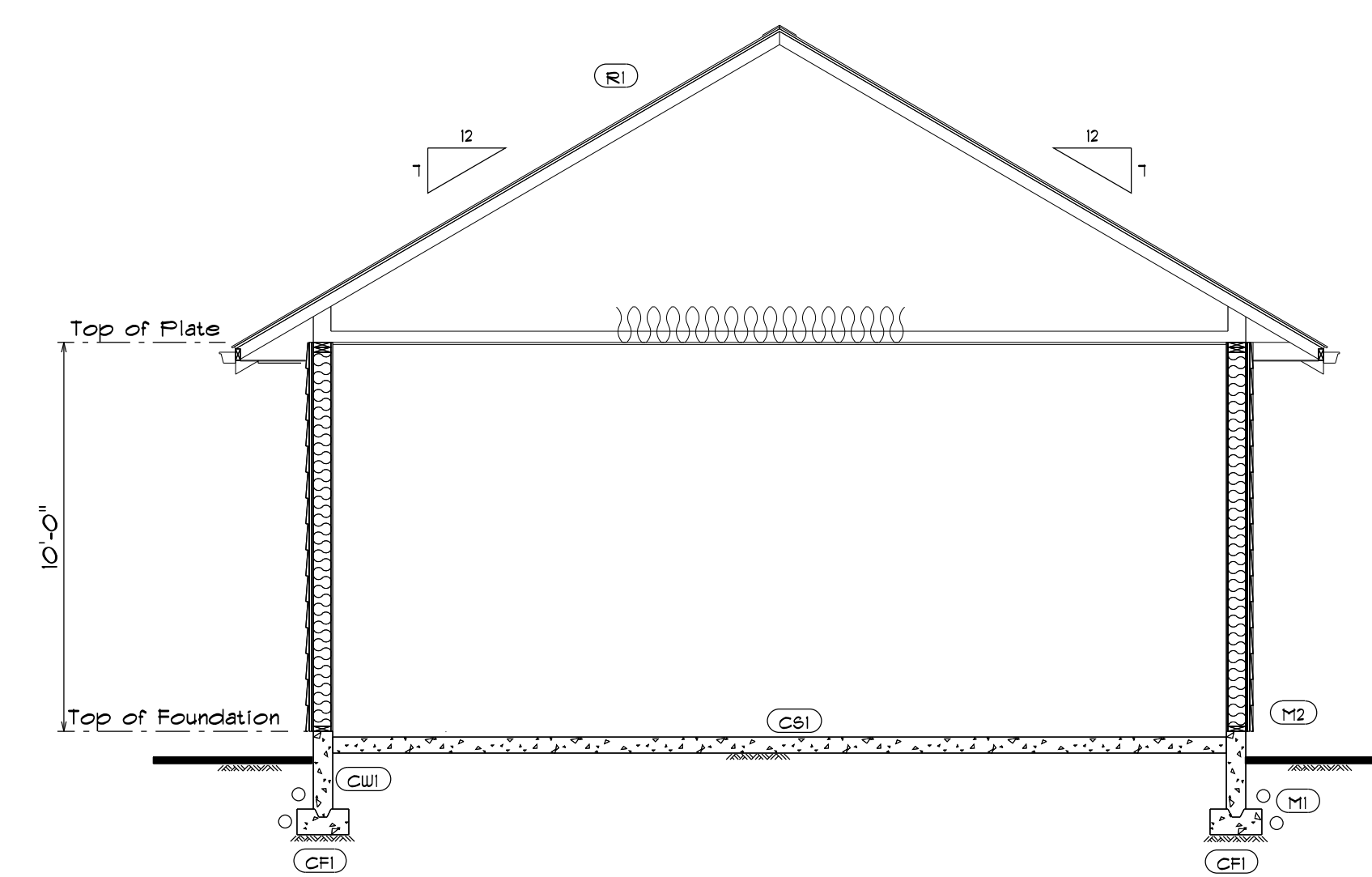
REAR ELEVATION
SCALE: 1/4" = 1'-0"



LEFT ELEVATION
SCALE: 1/4" = 1'-0"



CROSS SECTION A-A SCALE: 1/4" = 1'-0"



CROSS SECTION B-B SCALE: 1/4" = 1'-0"

- (RI) METAL ROOFING
ROOFING FELT
1/2" PLYWOOD SHEATHING
ENGINEERED TRUSSES
R-40 INSULATION
VAPOUR BARRIER
5/8" DRYWALL
- (MI) FINISHED SPEC.
APPROVED RAIN SCREEN
BUILDING PAPER
1/2" SHEATHING
2X6 STUDS 16" O.C.
R-20 INSULATION
VAPOUR BARRIER
1/2" DRYWALL
- (CWI) 6" CONCRETE WALL
FURRED BELOW GRADE
1/2" REBAR 32" O.C. B.W.
- (CFI) 16" X 8" CONCRETE FOOTINGS
2 ROWS 1/2" REBAR
- (CBI) 5" CONCRETE SLAB ON
6 MIL POLY ON
COMPACTED GRADE
SLOPED TO FRONT
- (MI) ROOF DRAINS
DRAIN ROCK
PERIMETER DRAINS
INSTALLED TO CODE
- (M2) ANCHOR BOLTS 4" O.C.
SIL. PLATE & GASKET
GRADE 8" BELOW
TOP OF CONCRETE

VISION DESIGN	
PROPOSED GARAGE PLAN FOR GARY & JUDY TAYLOR	
SCALE: AS SHOWN	DRAWN BY: JOHN VEUGER
DATE: January 8, 2020	PHONE: 250-148-6110
ELEVATIONS & SECTIONS	
SITE: LOT 11, NIGHAWK RD, LAKE COUICHAN	2/2



Local & Regional Authorities

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

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

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

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

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

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

Cunningham Rivard Appraisers

Phone: 250-737-1777
Email: office@crisland.com
Web: crisland.com
300 - 394 Duncan Street, Duncan, BC V9L 3W4

Astro Appraisals

Phone: 250-748-3159
Email: appraisals@astroappraisals.ca
Web: astroappraisals.ca
105C-394 Duncan Street, Duncan BC, V9L 3W4

Home Inspectors

Falcon Home Inspections

Pierce Bowie
Phone: 778-708-5085
Email: info@falconhomeinspections.ca
Web: falconhomeinspections.ca

Stellar Home Inspections

Matt Kuzma
Phone: 250-514-3252
Email: matt@stellarinspections.ca
Web: stellarinspections.ca

Above The Barr

Steven Barr
Phone: 778-288-4857
Email: abovethebarrinspections@gmail.com
Web: abovethebarrinspections.ca

Engineering, Survey, Demolition & Hazmat

Rockridge Inc. Demolition

Phone: 250-658-1001
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
1688 Alberni Hwy.
P.O. Box 764 Coombs, B.C. V0R 1M0

Kenyon Wilson Surveyors

Phone: 250-746-4745
Email: office@kenyonwilson.ca
Web: kenyonwilson.ca
221 Coronation Ave. Duncan BC V9L 2T1

Septic Inspectors & Septic Pumping

Ace Bobcat Septic Inspections

Phone: 250-709-9643
Web: acebobcat.com
6149 Scott Road, Duncan BC

Save-On Septic – Inspections & Pumping

Phone: 250-748-5676
Web: saveonspetic.com

Water Testing

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