



## DISTRICT OF NORTH SAANICH

### BYLAW NO. 1556

#### A BYLAW TO AMEND A HOUSING AGREEMENT UNDER SECTION 483 OF THE LOCAL GOVERNMENT ACT

**WHEREAS** on or about August 20, 2018, the Municipal Council of the District of North Saanich, adopted the “North Saanich Housing Agreement (Bakerview Place) Bylaw No. 1460 (2018)” (the “Housing Agreement Bylaw”) pursuant to section 483 of the Local Government Act authorizing the District to enter into a housing agreement (the “Housing Agreement”) in respect to certain lands and premises legally described as:

Parcel Identifier: 000-963-011, Lot A, Section 6, Range 3 East, North Saanich District, Plan 39711; and

Parcel Identifier: Lot 20, Section 6, Range 3 East, North Saanich District, Plan 12556 (the “**Original Lands**”);

**AND WHEREAS** Notice of the Housing Agreement was registered on the Original Lands in the form of a housing agreement under section 483 of the *Local Government Act* and a covenant pursuant to section 219 of the *Land Title Act*;

**AND WHEREAS** the subsequent subdivision of the Original Lands has revised the legal description of the lands and premises on which the Housing Units required by the Housing Agreement are located and Habitat for Humanity Victoria has requested a revised Housing Agreement;

**NOW THEREFORE**, the Municipal Council of the District of North Saanich in open meeting assembled enacts as follows:

#### TITLE

1. This bylaw may be cited for all purposes as “North Saanich Housing Agreement (Bakerview Place) Bylaw No. 1460, 2018, Amendment Bylaw, 2023 No. 1556”.

#### AMENDMENTS

2. By this Bylaw, Council amends the “North Saanich Housing Agreement (Bakerview Place) Bylaw No. 1460 (2018)” by replacing Schedule A in its entirety as set out in this bylaw.
3. Council authorizes the District to enter into the revised housing agreement attached to this bylaw as Schedule A (the “Amendment”) in respect of that part of the Original Lands, legally described as:

Parcel Identifier: 031-036-406, Lot 1, Section 6, Range 3 East, North Sanich District, Plan EPP98888 (the “**Revised Lands**”).

4. The Amendment may be executed by the Director of Planning and Community Services, along with any document required to register the Amendment against the Revised Lands, both as a housing agreement under section 483 of the *Local Government Act* and a covenant pursuant to section 219 of the *Land Title Act*, and to release the original Housing Agreement from the Original Lands.

READ A FIRST TIME the    day of    , 2023.

READ A SECOND TIME the    day of    , 2023.

READ A THIRD TIME the    day of    , 2023.

ADOPTED the    day of    , 2023.

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MAYOR

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CORPORATE OFFICER

**Schedule A**  
Revised Housing Agreement



1. Application

**Farris LLP**  
**3rd Floor 1005 Langley Street**  
**Victoria BC V8W 1V7**  
**2503821100**

47863.5 Habitat for Humanity KXH/kd

2. Description of Land

PID/Plan Number	Legal Description
<b>031-036-406</b>	<b>LOT 1 SECTION 6 RANGE 3 EAST NORTH SAANICH DISTRICT PLAN EPP98888</b>

3. Nature of Interest

Type	Number	Additional Information
<b>COVENANT</b>		<b>Section 219 Covenant</b> <b>Document reference: Entire instrument</b>

4. Terms

Part 2 of this instrument consists of:  
**(b) Express Charge Terms Annexed as Part 2**

5. Transferor(s)

**HABITAT FOR HUMANITY VICTORIA, NO.S0026257**

6. Transferee(s)

**DISTRICT OF NORTH SAANICH**  
 1620 MILLS ROAD  
 NORTH SAANICH BC V8L 5S9

7. Additional or Modified Terms

8. Execution(s)

This instrument creates, assigns, modifies, enlarges 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.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_

YYYY-MM-DD
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**HABITAT FOR HUMANITY VICTORIA**  
By their Authorized Signatory

\_\_\_\_\_  
**Print name:**

\_\_\_\_\_  
**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.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_

YYYY-MM-DD
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**DISTRICT OF NORTH SAANICH**  
By their Authorized Signatory

\_\_\_\_\_  
**Print name:**

\_\_\_\_\_  
**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.

**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

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## HOUSING AGREEMENT AND COVENANT

(Pursuant to Section 483 of the *Local Government Act* and Section 219 of the *Land Title Act*)

BETWEEN:

**DISTRICT OF NORTH SAANICH**

1620 Mills Road, North Saanich, British Columbia V8L 5S9

(the “**District**”)  
OF THE FIRST PART

AND:

**HABITAT FOR HUMANITY VICTORIA**

849 Orono Avenue, Victoria, BC V9B 2T9

(the “**Owner**”)  
OF THE SECOND PART

**BACKGROUND:**

- A. The Owner is the registered owner in fee simple of lands in the District of North Saanich, British Columbia, legally described as:

**Parcel Identifier 031-036-406**, Lot 1, Section 6, Range 3 East, North Saanich District, Plan EPP98888

(collectively, the “**Land**”).

- B. The Owner has substantially completed the development and construction of an affordable housing project consisting of ten (10) strata lots (each, a “**Housing Unit**”) shown on the attached strata plan, a copy of which is annexed to this Agreement as Schedule ‘A’.
- C. Under section 483 of the *Local Government Act* the District may, by bylaw, enter into a housing agreement with an owner regarding the occupancy of housing units identified in the agreement and the sale prices that may be charged for the sale of the housing units, which housing agreement may include terms and conditions including but not limited to the terms and conditions referred to in section 483(2) of the *Local Government Act*.
- D. Section 219 of the *Land Title Act* permits the registration of a covenant on title of a negative or positive nature in favour of the District in respect of the use of land or construction on land;
- E. The District and the Owner wish to enter into this Agreement, as a Housing Agreement pursuant to section 483 of the *Local Government Act*, to secure the agreement of each Owner of a Housing Unit to ensure that the Housing Unit will be used only in the manner provided in this Agreement, and this Agreement is both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 483 of the *Local Government Act*;

## TERMS OF AGREEMENT:

Pursuant to section 219 of the *Land Title Act* and section 483 of the *Local Government Act*, and in consideration of the premises and covenants contained in this agreement (the “**Agreement**”) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the parties), the parties agree each with the other as follows:

### 1.0 DEFINITIONS

#### 1.1 In this Agreement:

- (a) “**Appreciation**” means the annual fixed rate of appreciation equal to 2%;
- (b) “**Dispose**” means to transfer by any method, and includes assign, give, sell, grant, charge, convey, bequeath, devise, lease, license, rent or sublet, divest, release, and agree to do any of those things, and “**Disposed**” or “**Disposition**” has a corollary meaning;
- (c) “**HFHV**” means Habitat for Humanity Victoria;
- (d) “**Housing Unit**” has the meaning set out in Recital B, each Housing Unit to be used, occupied and Disposed of in accordance with this Agreement;
- (e) “**First Sale**” means the first sale of a Housing Unit to a Qualified Purchaser by HFHV;
- (f) “**First Purchaser**” means the first Qualified Purchaser(s) to whom the ownership of a Housing Unit is transferred after issuance of the occupancy permit for the Housing Unit to the Non-Profit;
- (g) “**Gross Floor Area**” means the habitable gross floor area of each Housing Unit and includes enclosed sunrooms and garages, but does not include crawl spaces, open patios, open balconies, carports or parking spaces. If the Housing Unit is a strata lot as defined by the Strata Property Act, the gross floor area measurements will be based on the gross floor area shown corresponding to the Housing Unit on the Strata Plan filed in the Victoria Land Title Office (hereinafter defined) in respect of the Land. If the Housing Unit is not a strata lot as defined by the *Strata Property Act*, the gross floor area measurements will be made in accordance with the procedure for determining gross floor area set out in the *Strata Property Act* as if the Housing Unit were a strata lot;
- (h) “**Interest**” means the property interest of the Owner in a Housing Unit;
- (i) “**Land**” has the meaning set out in Recital A;
- (j) “**Maximum Price, First Sale**” means the sale price of a Housing Unit to the First Purchaser determined in accordance with Schedule B;
- (k) “**Maximum Price, Resale**” means the Previous Sale Price plus the Appreciation, calculated to the date of execution by the Owner and the purchaser of a contract of purchase and sale relating to the next Disposition on the Housing Unit. The Sample Calculations set out in Schedule C attached hereto shall be used for the purpose of interpreting this definition of Maximum Price, Resale;

- (l) **“Non-Profit”** means HFHV, or another non-profit entity designated by the District by way of amendment to this Agreement;
- (m) **“Owner”** means the Transferor described in the Form C Charge to which these terms are attached and any subsequent owner of the Land or any part into which the Land is subdivided, who must be a Qualified Purchaser, and includes any person who is a registered owner in fee simple of a Housing Unit from time to time;
- (n) **“Previous Sale”** means the last Disposition of the Housing Unit;
- (o) **“Previous Sale Price”** means the Sale Price of the Previous Sale;
- (p) **“Principal Residence”** means the residence that an Owner, other than the Non-Profit, occupies on a full-time basis;
- (q) **“Qualified Purchaser”** means:
  - (i) an individual(s) satisfying the eligibility requirements of the Non-Profit at the time of the sale of the Housing Unit to such Qualified Purchaser;
  - (ii) HFHV,
  - (iii) the Non-Profit; or
  - (iv) another non-profit organization or government entity with a purpose of promoting affordable housing, as approved by the District;
- (r) **“RFR”** means a right of first refusal and option to purchase the Housing Unit granted or to be granted by the Owner to the Non-Profit and registered against title to the Land;
- (s) **“Sale Price”** or **“Purchase Price”** means the gross sale price of an Interest sold, plus any goods and services tax paid, and including any fee paid to obtain home warranty insurance under the Homeowner Protection Act, but without adjustment for rent, strata fees, property taxes, utilities, real estate commission, and other usual adjustments between vendors and purchasers;
- (t) **“Tenancy Agreement”** means a tenancy agreement, lease, license, or other agreement granting rights to occupy a Housing Unit; and
- (u) **“Tenant”** means an occupant of an Housing Unit by way of a Tenancy Agreement.

1.1 In this Agreement:

- (a) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment; and
- (b) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided.

**2.0 USE OF LAND**

2.1 The Owner will at all times ensure that the Land is used and occupied in compliance with all



statutes, laws, regulations, and orders of any authority having jurisdiction and without limiting the generality of the foregoing all bylaws of the District and all federal, provincial, municipal, or local laws, statutes, or ordinances relating to environmental matters, including all rules, regulations, policies, guidelines, criteria, or the like promulgated under or pursuant to any such laws, statutes or ordinances; and

- 2.2 The Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement will be registered against title to the Land in priority to all charges and encumbrances which may have been registered or are pending registration against title to the Land, save and except those specifically approved in writing by the District or in favour of the District.

### **3.0 USE AND OCCUPANCY OF HOUSING UNITS**

- 3.1 The Owner agrees that the Land may only be owned by a Qualified Person and, where the Qualified Person is an individual, used as the Principal Residence by that Qualified Person and persons who are residing with the Qualified Person(s) in a single domestic unit and related by blood, marriage, adoption, common law marriage, or foster parenthood, or otherwise cohabitating with them in a marriage like relationship. Nothing in this section shall be interpreted as preventing an occasional non-paying household guest of a Qualified Purchaser from occupying that individual's Housing Unit in accordance with the policies of the Non-Profit from time to time.
- 3.2 No Housing Unit may be offered for rent and no Tenancy Agreement shall be entered into by an Owner (other than by the Non-Profit) unless the Owner has obtained the prior written consent of the Non-Profit, which consent shall be determined based on the policies of the Non-Profit, as may be amended from time to time.
- 3.3 The Non-Profit may, in its sole discretion, provide written consent to the Owner from time to time to do something that is otherwise not permitted under this Agreement as it pertains to the use and occupancy of the Housing Unit, on such terms and conditions as the Non-Profit considers desirable.
- 3.4 The Owner covenants and agrees that it will permit representatives of the District and the Non-Profit to inspect the Housing Unit owned by the Owner at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner covenants and agrees that it will maintain the Housing Unit owned by the Owner in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Land.

### **4.0 RESTRICTIONS ON DISPOSAL**

- 4.1 No Owner of a Housing Unit shall Dispose of the Housing Unit to any person other than a Qualified Purchaser and in accordance with the terms and conditions set out in this Agreement and the policies of the Non-Profit.
- 4.2 The Owner will give prior written notice of this Agreement to any person to whom it proposes to Dispose of the Housing Unit and shall notify any Qualified Purchaser in advance of entering into any contract of purchase and sale of the RFR. During the Term, no Owner of a Housing Unit shall Dispose of the Housing Unit without requiring the purchaser or transferee to grant to the Non-Profit in priority to all financial charges of whatsoever nature a new RFR, which shall be in priority to all financial charges.

- 4.3 The Owner will not accept any offer to purchase the Housing Unit for a purchase price exceeding the Maximum Price, First Sale in the case of the First Sale or, for any subsequent sale, the Maximum Price, Resale.

## **5.0 CAPITAL IMPROVEMENTS**

- 5.1 If the Owner has made capital improvements to the Housing Unit that required the issuance of a building permit by the District and only after having obtained prior written approval from the Non-Profit to such capital improvements, then the Non-Profit may, in its sole discretion, permit the Owner to increase the Maximum Price, Resale for the Housing Unit up to an amount commensurate with the value of the capital improvements, as determined by the Non-Profit, not to exceed the Owner's cost of such improvements. The permitted increase to the Maximum Price, Resale may be determined by the Non-Profit at any point following the completion of the capital improvements prior to the Owner entering into a contract of purchase and sale with a Qualified Purchaser and shall be evidenced in writing by the Non-Profit referencing this section 5.1. The Owner shall not be entitled to accrue any Appreciation on the value of the Capital Improvements and the amount of the increase to the Maximum Price, Resale will be a fixed amount. The Sample Calculations set out in Schedule C attached hereto shall be used for the purpose of interpreting the increase in Maximum Price, Resale resulting from such capital improvements;
- 5.2 If the Owner is dissatisfied with the value of the improvements as determined by the Non-Profit, the Owner may, at its expense, engage a Quantity Surveyor to establish the value of such improvements, but the Non-Profit will in no way be bound by the value established by the Quantity Surveyor, and the Non-Profit will, in its sole discretion, determine the permitted increase, if any, in the Maximum Price, Resale. For greater certainty, the Non-Profit will not permit any increase in the Maximum Price, Resale for improvements that have been made without a building permit issued by the District and/or without the prior written approval of the Non-Profit.

## **6.0 DEMOLITION**

- 6.1 No Owner shall demolish a Housing Unit unless:
- a. the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that it is no longer reasonable or practical to repair or replace any structural component of the Housing Unit such that demolition is the most feasible alternative, and the Owner has delivered to the Non-Profit a copy of the engineer's or architect's report; or
  - b. the Housing Unit is damaged or destroyed, to the extent of 40% or more of its value above its foundation, as determined by the Non-Profit in its sole discretion, acting reasonably, and

a demolition permit for the Housing Unit has been issued by the District (unless the Housing Unit has been destroyed by an accident, act of God, or sudden and unanticipated force) and the Housing Unit has been demolished under that permit.

6.2 Following demolition, the Owner will replace the Housing Unit with a new Housing Unit of similar kind and quality and shall use and occupy the replacement Housing Unit in compliance with this Housing Agreement.

**7.0 DEFAULT AND REMEDIES**

7.1 If the Housing Unit is sold for a purchase price exceeding the Maximum Price, Resale in contravention of this Agreement, the Owner will pay the excess (the "**Excess Amount**") to the Non-Profit within thirty (30) days after written demand is made by the District. The amount remaining unpaid after the thirty (30) days will bear interest at ten percent (10%) calculated from the due date until the date paid, compounded annually not in advance. The Owner further acknowledges and agrees that the Excess Amount payable to the District is fair and reasonable and is not to be construed as a penalty or forfeiture but as liquidated damages. The payment of the Excess Amount will not in any way release an Owner from compliance with the terms and conditions of this Agreement.

**8 INQUIRIES**

8.1 The District is hereby authorized to make those inquiries it considers necessary to confirm that each Housing Unit is being used in compliance with this Agreement.

**9 NOTICE TO BE REGISTERED IN LAND TITLE OFFICE**

9.1 Notice of this Agreement (the "**Notice**") will be registered in the Land Title Office by the District in accordance with section 483 of the *Local Government Act*, and this Agreement is binding on the parties to this Agreement as well as all persons who acquire an interest in Land after registration of the Notice.

**10 GENERAL PROVISIONS**

10.1 **NOTICE.** If sent as follows, notice under this Agreement is received:

- (a) seventy-two (72) hours after the time of its mailing (by registered mail), faxing, or delivery by electronic mail, and
- (b) on the date of delivery if hand-delivered,

to the District:

1620 Mills Road,  
North Saanich, British Columbia V8L 5S9  
Attention: Corporate Officer

to the Owner:

849 Orono Avenue  
Victoria, British Columbia V9B 2T9

or to the owner of the Land from time to time as shown in the records of the Victoria Land Title

Office.

If a party identifies alternate contact information in writing to another party, notice is to be given to that alternate address.

If normal mail service or facsimile service is interrupted by strike, work slowdown, force majeure, or other cause,

- (a) notice sent by the impaired service is deemed to be received on the date of delivery, and
- (b) the sending party must use its best efforts to ensure prompt receipt of a notice by using other uninterrupted services, or by hand-delivering the notice.

- 10.2 **TIME.** Time is of the essence of this Agreement.
- 10.3 **BINDING EFFECT.** This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees. In accordance with section 483(6) of the *Local Government Act*, this Agreement and all obligations hereunder are binding on all who acquire an interest in the Land, and the Owner only during the Owner's ownership of any interest in the Land, and with respect only to that portion of the Land of which the Owner has an interest.
- 10.4 **WAIVER.** The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.
- 10.5 **HEADINGS.** The headings in this Agreement are inserted for convenience and reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.
- 10.6 **EQUITABLE REMEDIES.** The Owner acknowledges and agrees that damages would be an inadequate remedy for the District for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement
- 10.7 **CUMULATIVE REMEDIES.** No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.
- 10.8 **ENTIRE AGREEMENT.** This Agreement when executed will set forth the entire agreement and understanding of the parties as at the date it is made.
- 10.9 **AMENDMENT.** This Agreement may be amended from time to time, by a written agreement approved by way of a bylaw duly passed by the council of the District and signed by the Owner and an authorized signatory for the District. The Owner acknowledges that it is within the District's sole discretion to consent or not to consent to modifications of this Agreement. No consent or approval of the District sought in accordance with this Agreement will be unreasonably or arbitrarily withheld or delayed, but nothing in this instrument will impair or diminish the District's statutory authority which may be fully and effectively exercised as if this instrument had not been executed and delivered by the District. Any amendment shall require the written consent of the Non-Profit, or its successor entity, provided it is still in existence.
- 10.10 **LAW APPLICABLE.** This Agreement is to be construed in accordance with and governed by the

laws applicable in the Province of British Columbia.

- 10.11 **NO DEROGATION FROM STATUTORY AUTHORITY.** Nothing in this Agreement shall:
- (a) limit, impair, fetter or derogate from the statutory powers of the District all of which powers may be exercised by the District from time to time and at any time to the fullest extent that the District is enabled and no permissive bylaw enacted by the District, or permit, licence or approval, granted, made or issued thereunder, or pursuant to statute, by the District shall estop, limit or impair the District from relying upon and enforcing this Agreement; or
  - (b) relieve the Owner from complying with any enactment, including the District's bylaws, or any obligation of the Owner under any other agreement with the District.
- 10.12 **JOINT AND SEVERAL.** The Owners, if more than one, are jointly and severally obligated to perform and observe each and every of the covenants, warranties and agreements herein contained by the Owner to be observed and performed.
- 10.13 **COUNTERPARTS.** This Agreement may be executed in counterparts and delivered by facsimile or emailed PDF file, each of which will have the same effect as if all parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.
- 10.14 **EFFECTIVE DATE.** This Agreement is effective as of the date of the signature of the last party to sign.

**AS EVIDENCE OF THEIR AGREEMENT,** the parties have executed this Agreement by signing the "Form C – General Instrument – Part 1" attached hereto.

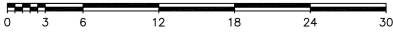
Strata Plan of Lot 1, Section 6, Range 3 East,  
North Saanich District, Plan EPP98888

Schedule 'A'

Sheet 1 of 5 Sheets

STRATA PLAN EPS7501

BCGS 92B.063



The intended plot size of this plan is 432mm in width by 560mm in height (C size) when plotted at a scale of 1:300.

LEGEND

- Found Placed
- ○ Standard Iron Post
  - ⊙ Control Monument
  - ⊙ --- Denotes Common Property
  - Pt --- Denotes Part of
  - SL --- Denotes Strata Lot
  - LCP --- Denotes Limited Common Property (For the exclusive use of the Strata Lot)
  - m<sup>2</sup> --- Denotes Metres Squared
  - NH --- Denotes Non Habitable

All distances are in metres and decimals thereof

This plan lies within Integrated Survey Area No. 22, North Saanich, NAD83 (CSRS) 3.0.0.BC.1.CRD

Grid bearings are derived from observations between geodetic control monuments 77H6287 and 77H6288 and are referred to the central meridian of UTM Zone 10.

The UTM coordinates and estimated absolute accuracy achieved are derived from the MASCOT published coordinates and standard deviations for geodetic control monuments 77H6287 and 77H6288.

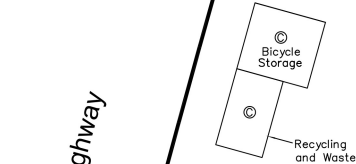
This plan shows horizontal ground level distances, unless otherwise specified. To compute grid distances, multiply ground level distances by the average combined factor of 0.9996131. The average combined factor has been determined based on control monuments 77H6287 and 77H6288.

Unless otherwise noted, all building corners defect by multiples of 90° from the given reference bearing

The buildings included in this strata plan have not been previously occupied

The buildings shown hereon are within the external boundaries of the land that is the subject of the strata plan

Set short IP in concrete in location of previously fd IP tied on August 18th, 2015 and as shown on Plan EPP98888. Lost due to fence construction.



Section 6  
Range 3 East

Patricia Bay Highway



Bakerview Place

Close  
Bakerview

Datum: NAD83(CSRS) 3.0.0.BC.1.CRD  
Projection: UTM Zone10N  
UTM Northing: 5386890.66  
UTM Easting: 470021.77  
Absolute Accuracy: 0.02

Datum: NAD83(CSRS) 3.0.0.BC.1.CRD  
Projection: UTM Zone10N  
UTM Northing: 5386749.13  
UTM Easting: 469885.48  
Absolute Accuracy: 0.01

- Civic Addresses:
- Strata Lot 1 is at 101-2166 Bakerview Place, North Saanich
  - Strata Lot 2 is at 102-2166 Bakerview Place, North Saanich
  - Strata Lot 3 is at 103-2166 Bakerview Place, North Saanich
  - Strata Lot 4 is at 104-2166 Bakerview Place, North Saanich
  - Strata Lot 5 is at 105-2166 Bakerview Place, North Saanich
  - Strata Lot 6 is at 106-2166 Bakerview Place, North Saanich
  - Strata Lot 7 is at 107-2166 Bakerview Place, North Saanich
  - Strata Lot 8 is at 108-2166 Bakerview Place, North Saanich
  - Strata Lot 9 is at 109-2166 Bakerview Place, North Saanich
  - Strata Lot 10 is at 110-2166 Bakerview Place, North Saanich

The height of the strata unit is defined by its lower and upper limits. The lower limit being the underside of the ground floor slab. The upper limit being the centreline of the upper floor ceiling.

The height of the limited common property is defined by its lower and upper limits. The lower limit being the top side of the ground floor and the upper limit being the elevation of the centreline of the floor above.

This plan lies within the District of North Saanich and the Capital Regional District

The field survey represented by this plan was completed on the 7th day of April, 2021.

Peter J Wittstock, BCLS 917

# Building Foundations Buildings 1 to 4 and Common Facilities

0 2 4 8 12 16 20  
The intended plot size of this plan is 432mm in width by 560mm in height (C size) when plotted at a scale of 1:200.

## LEGEND

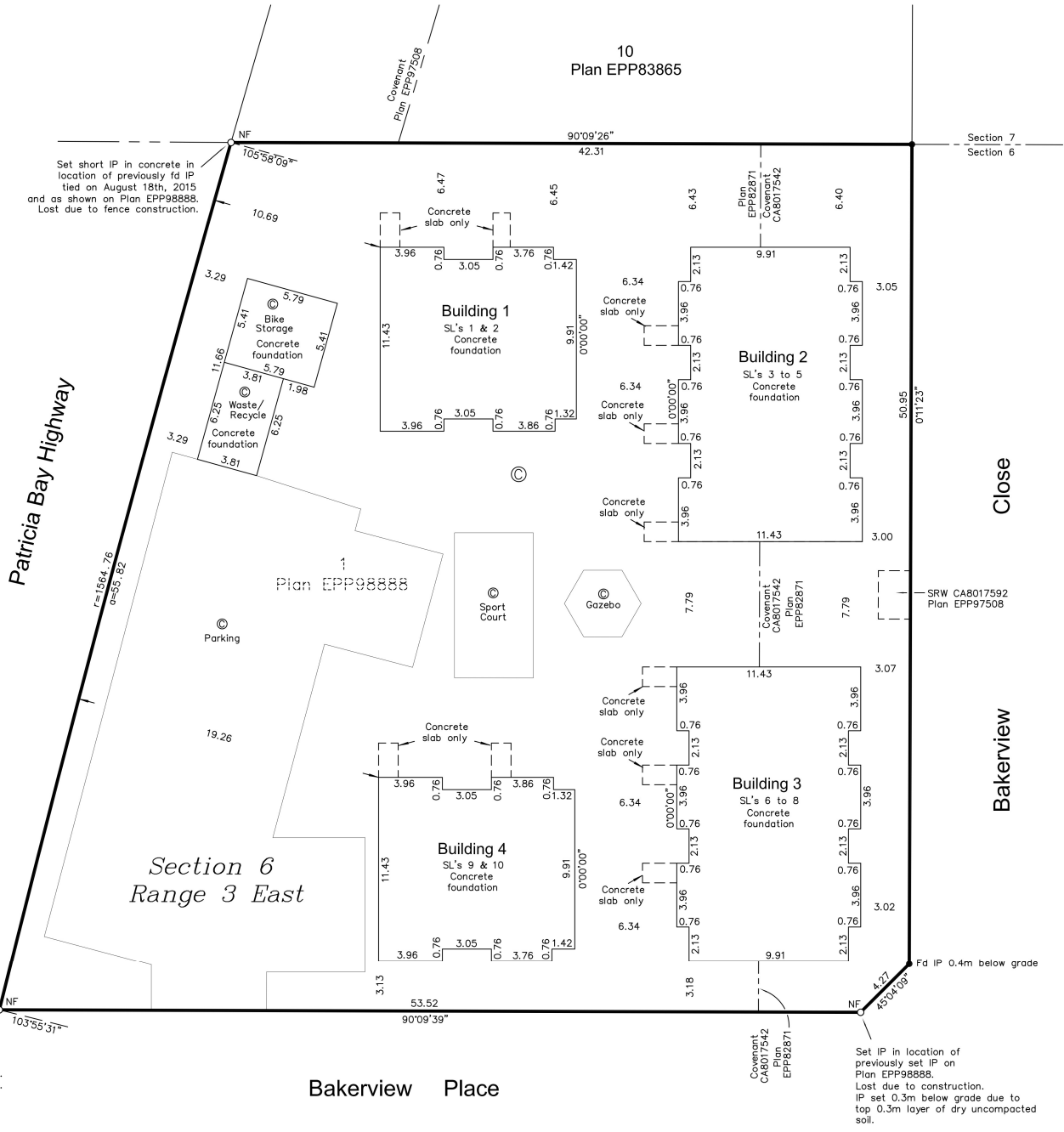
- Found Placed
- Standard Iron Post
  - Standard Iron Post
  - ⊙ --- Denotes Common Property
  - ⊖ --- Denotes Concrete
  - LCP --- Denotes Limited Common Property
  - NH --- Denotes Non Habitable
  - Pt --- Denotes Part of
  - SL --- Denotes Strata Lot

All distances are in metres and decimals thereof

This sheet shows dimensions to the exterior of concrete foundation walls

Offsets to property lines are perpendicular and are measured to the exterior face of concrete foundation walls.

Unless otherwise noted, all building corners deflect by multiples of 90° from the given reference bearing



Set short IP in concrete in location of previously fd IP tied on August 18th, 2015 and as shown on Plan EPP98888. Lost due to fence construction.

Set short IP in concrete in location of previously fd IP tied on August 9th, 2018 and as shown on Plan EPP98888. Lost due to fence construction.

Set IP in location of previously set IP on Plan EPP98888. IP set 0.3m below grade due to top 0.3m layer of dry uncompacted soil.

Ground Floor  
Buildings 1 to 4



The intended plot size of this plan is 432mm in width by 560mm in height (C size) when plotted at a scale of 1:125.

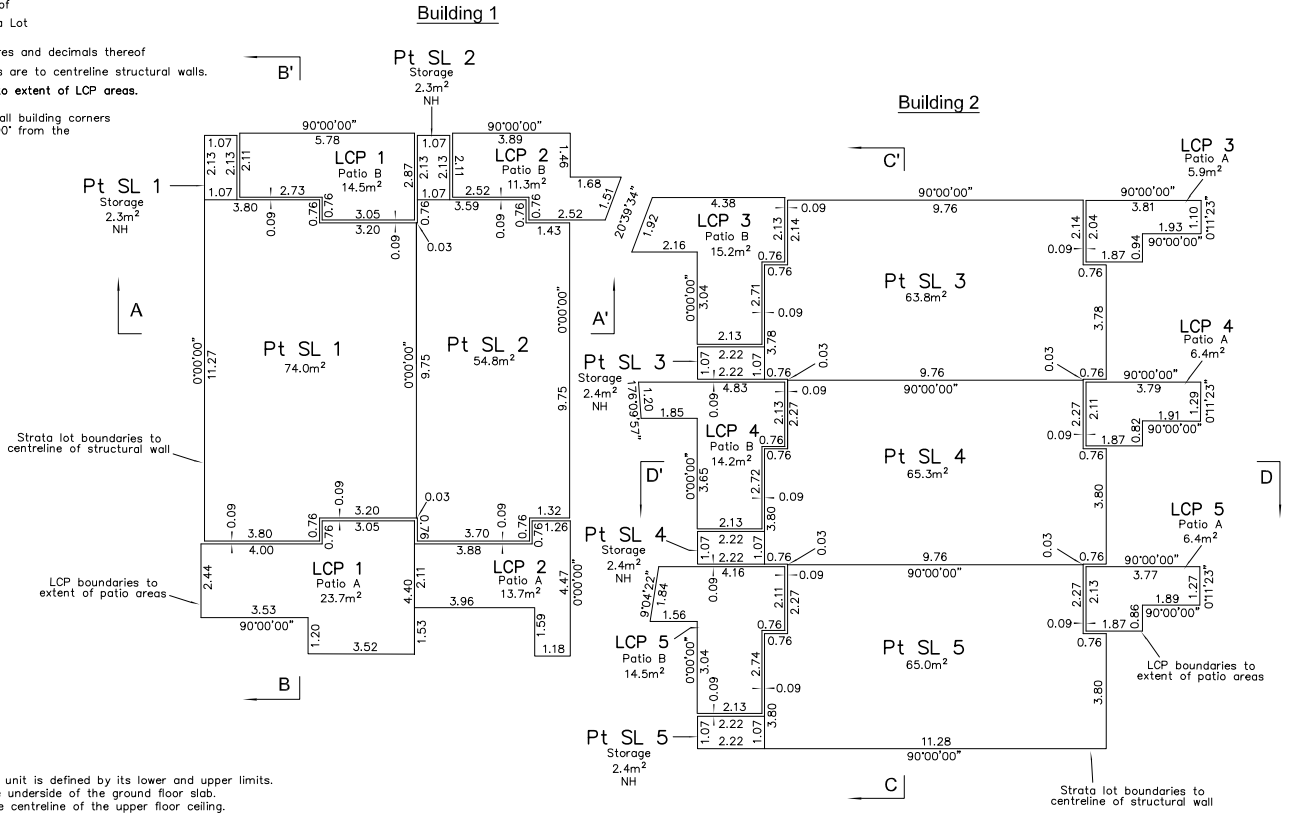


LEGEND

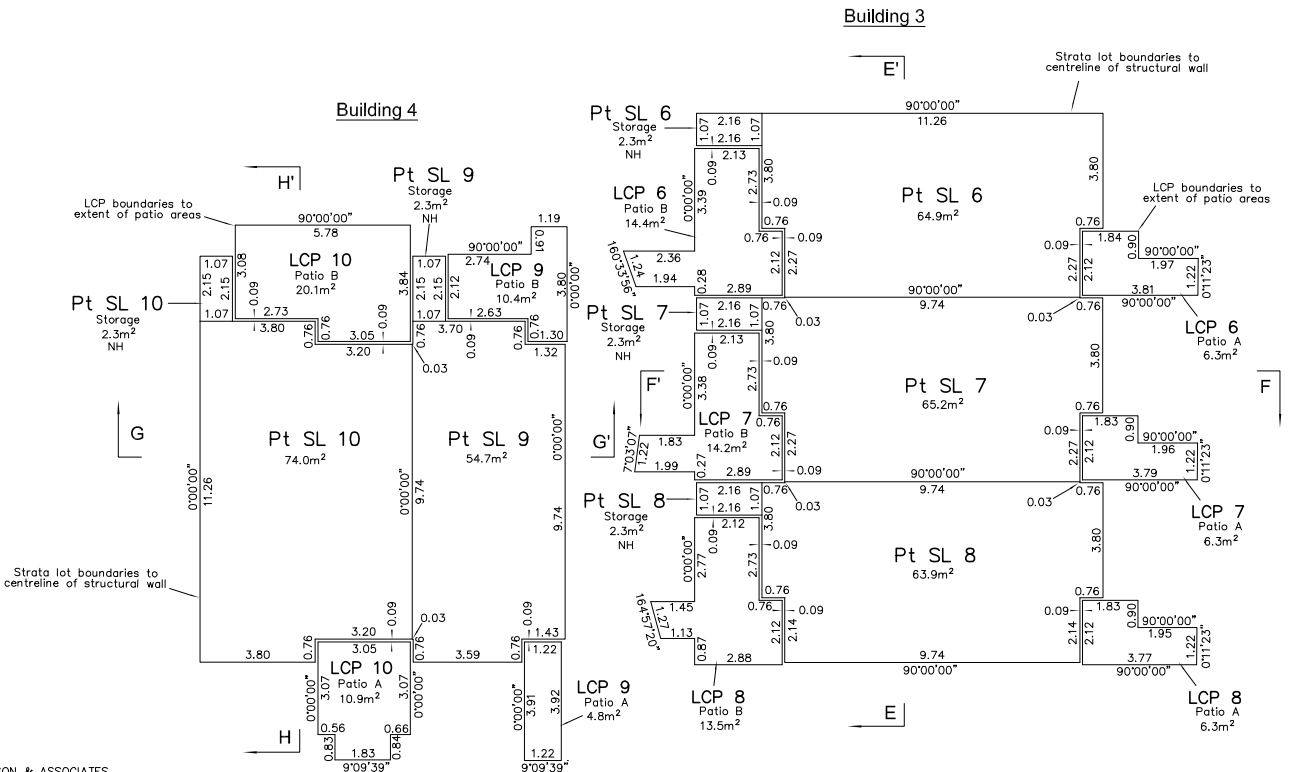
- ⊙ --- Denotes Common Property
- LCP --- Denotes Limited Common Property  
(For the exclusive use of the Strata Lot)
- m<sup>2</sup> --- Denotes metres squared
- NH --- Denotes Non Habitable
- Pt --- Denotes Part of
- SL --- Denotes Strata Lot

All distances are in metres and decimals thereof  
Strata Lot measurements are to centreline structural walls.  
LCP measurements are to extent of LCP areas.

Unless otherwise noted, all building corners defect by multiples of 90° from the given reference bearing



The height of the strata unit is defined by its lower and upper limits.  
The lower limit being the underside of the ground floor slab.  
The upper limit being the centreline of the upper floor ceiling.  
  
The height of the limited common property is defined by its lower and upper limits.  
The lower limit being the top side of the ground floor and the upper limit being the elevation of the centreline of the floor above.





# Upper Floor Buildings 1 to 4

0 1.25 2.5 5 7.5 10 12.5

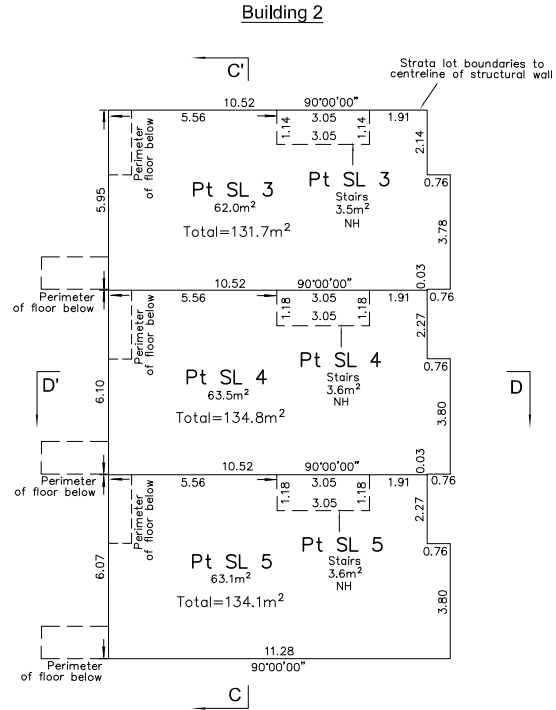
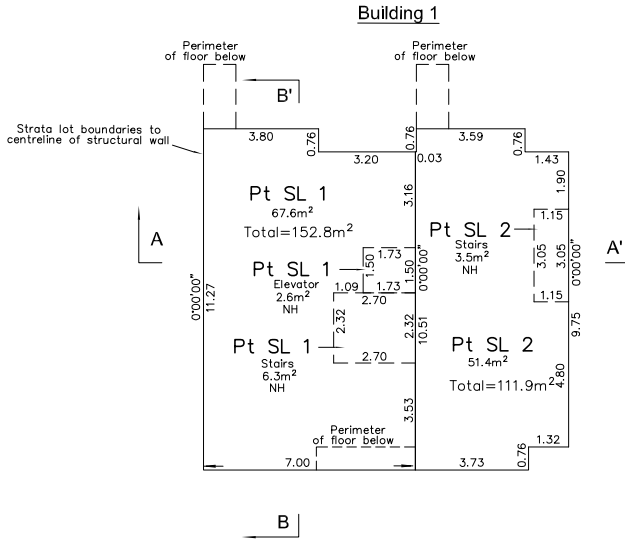
The intended plot size of this plan is 432mm in width by 560mm in height (C size) when plotted at a scale of 1:125.



### LEGEND

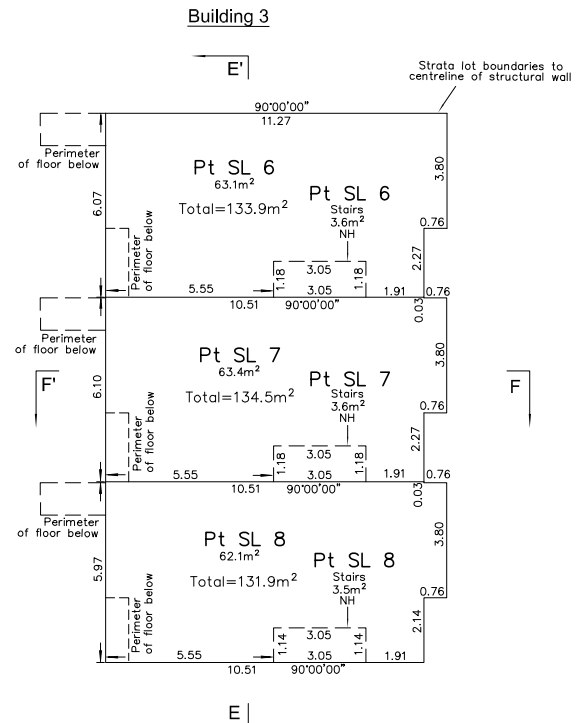
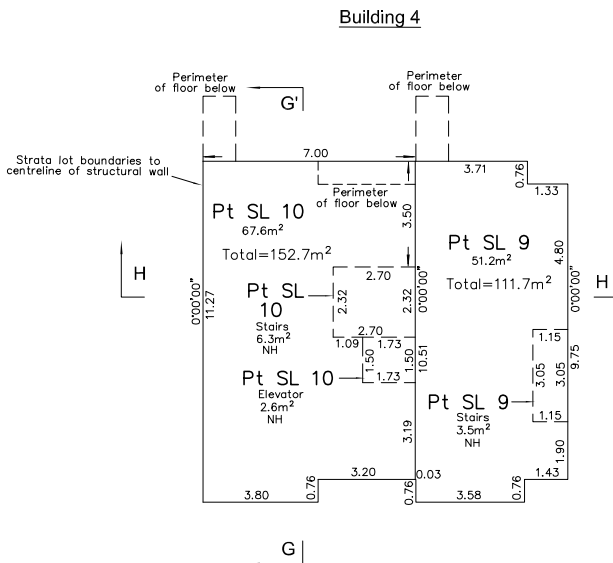
- m<sup>2</sup> --- Denotes metres squared
- NH --- Denotes Non Habitable
- Pt --- Denotes Part of
- SL --- Denotes Strata Lot

All distances are in metres and decimals thereof  
This sheet shows strata lot dimensions to centreline of structural wall

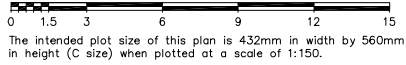


The height of the strata unit is defined by its lower and upper limits.  
The lower limit being the underside of the ground floor slab.  
The upper limit being the centreline of the upper floor ceiling.

Unless otherwise noted, all building corners defect by multiples of 90° from the given reference bearing



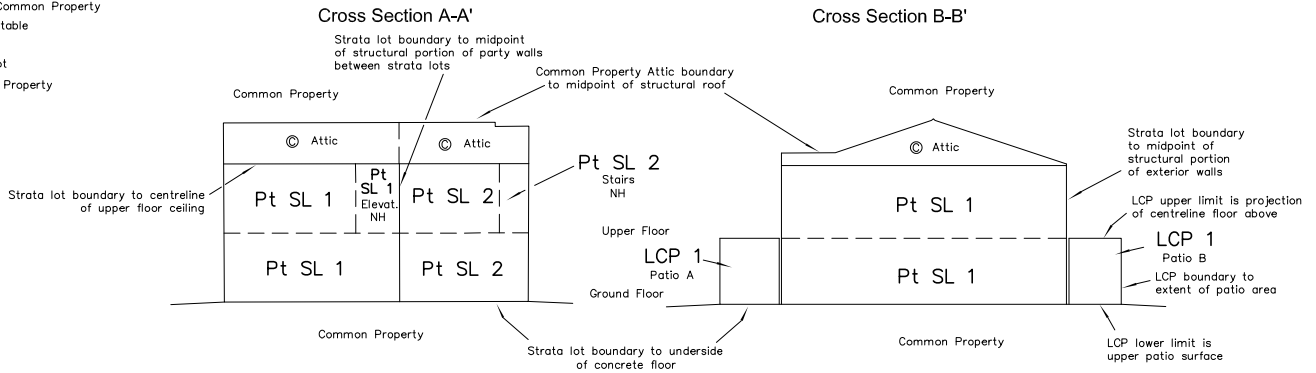
# Cross Sections Buildings 1 to 4



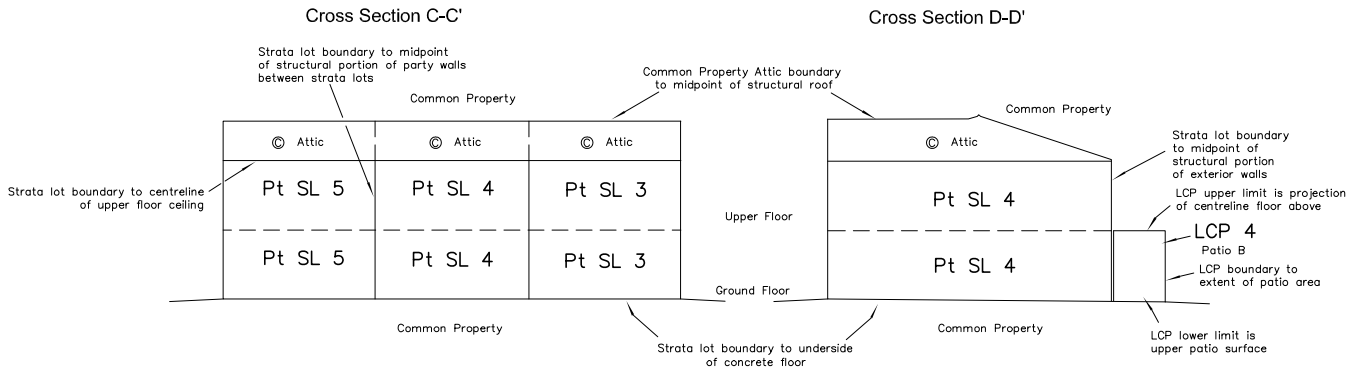
### LEGEND

- Elevat. --- Denotes Elevator
- LCP --- Denotes Limited Common Property
- NH --- Denotes Non Habitable
- PT --- Denotes Part of
- SL --- Denotes Strata Lot
- © --- Denotes Common Property

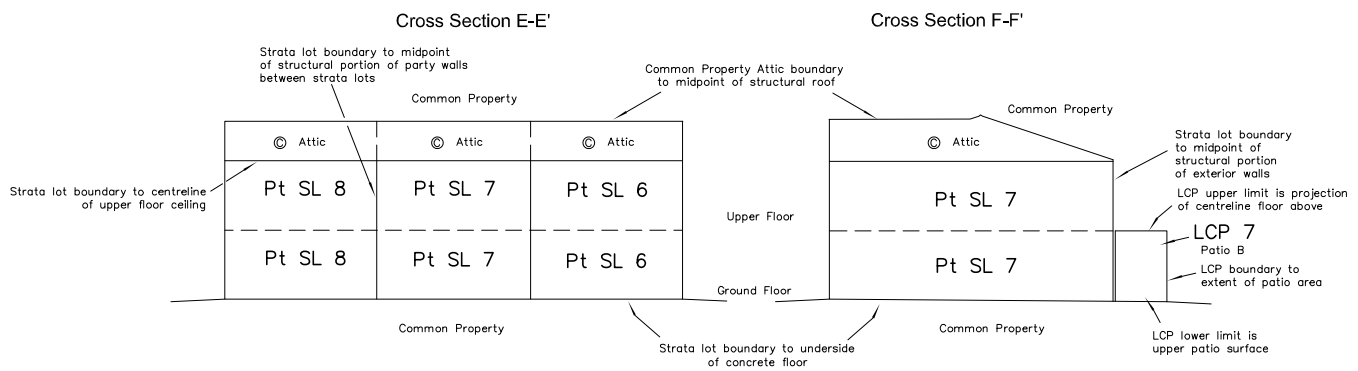
### Building 1



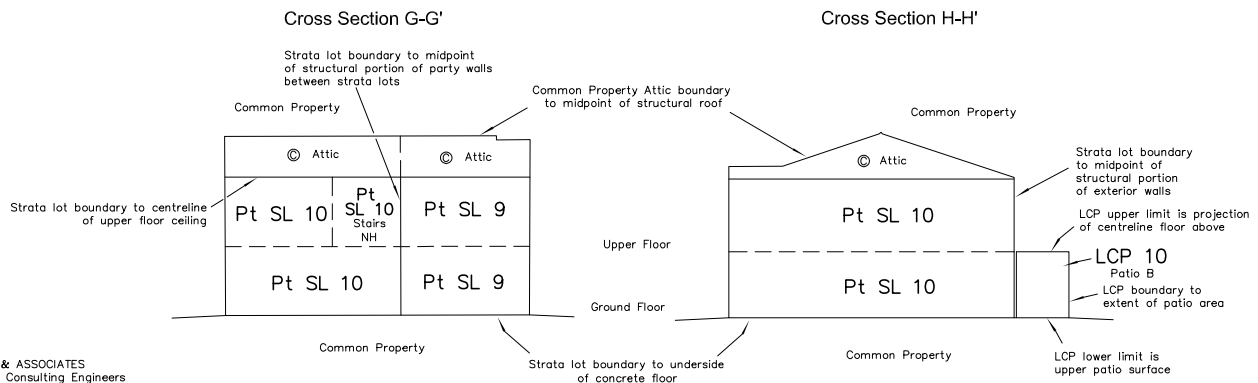
### Building 2



### Building 3



### Building 4



## Schedule 'B'

## SAMPLE CALCULATION FOR MAXIMUM PRICE, FIRST SALE

Gross Floor Area \* (Project Costs + Admin Fee) = Maximum Price, First Sale

**Project Costs:** The total project cost (excluding land acquisition costs) calculated on a per square foot basis

**Admin Fee:** An administration fee equal to 25% of the Project Costs, calculated on a per square foot basis

**Example:**

Project Costs: \$200 per sq ft

Admin Fee: \$50 per sq ft

Gross Floor Area: 1,300sq ft

Sample Calculation:  $1,300 * (200 + 50) = \$325,000$

Maximum Price, First Sale = \$325,000

## Schedule 'C'

## (i) SAMPLE CALCULATION FOR MAXIMUM PRICE, RESALE

Previous Sale Price + Appreciation = Maximum Price, ReSale

Example 1:

**Previous Sale Price (PSP):** \$399,247.21

**Appreciation Rate (AR):** 2% per annum

**Length of Ownership\*(T):** 21 months

Formula:  $PSP ( 1 + (AR / 12) ) ^ T$

Sample Calculation:  $\$399,247.21 ( 1 + (0.02/12))^{21} = \$413,456.23$

**Maximum Price, Resale:** \$413,456.23

\*Length of Ownership is the time between the date of completion of the Previous Sale and the date of execution by the Owner and the purchaser of a contract of purchase and sale relating to the next transfer on the Housing Unit.

(ii) SAMPLE CALCULATION FOR MAXIMUM PRICE, RESALE  
WITH CAPITAL IMPROVEMENTS

Example 2

Previous Sale Price + Appreciation +Capital Improvement Value = Maximum Price, ReSale

**Previous Sale Price (PSP):** \$399,247.21

**Appreciation Rate (AR):** 2% per annum

**Length of Ownership\* (T):** 24 months

**Capital Improvement Value(CI):** \$20,000 \*

Formula:  $PSP ( 1 + (AR / 12) ) ^ T + CI$

Sample Calculation:  $\$399,247.21 ( 1 + (0.02/12))^{24} + \$20,000 = \$ 435,526.96$

**Maximum Price, Resale:** \$435,526.96

\*Note: Capital Improvement Value is determined by the Non-Profit in accordance with Article 5 and equal to or less than the Owner's cost of such improvements.