

Gulfport & Realty



106 Trueworthy Rd, Saturna Island

List Price
\$2,450,000

Square Feet
2950

Bedrooms

3

Lot Size

3 acres

Bathrooms

3

Year Built

2006

Meander through the vineyard toward Thomson Park to find this stunning south facing property with approx 322ft of oceanfront. South facing oceanfront property with approx 322ft of oceanfront. Two lots combined provide 3 acres of tranquility amongst an old growth forest of Gary Oak, Arbutus and Douglas Fir. Meticulously maintained two level west coast home with soaring ceilings, a commanding fireplace nestled next to an open floor plan and spectacular views from every room.

Delight in the sounds of nature as you pluck from the plum, pear and apple trees in your fenced garden. Relax on your sun drenched 2000 sq ft deck, soak in the hot tub or gather around the outdoor stone fireplace where unforgettable memories will most certainly be created. Steps away, an adjoining 2 bed/1 bath cottage providing a perfect sanctuary for guests. Bonus 1 bed/1 bath self contained suite attached to two car garage.

Miranda Giles
c: 604-916-2346
mirandagilesrealestate@gmail.com

www.gulfport-realty.com

Susanne Middleditch
c: 604-916-6887
info@saturnarealestate.com



INFORMATION ABOUT THE PROPERTY DISCLOSURE STATEMENT

RURAL PREMISES – LAND AND BUILDING

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

THIS FORM IS INTENDED TO BE USED FOR LAND AND ONE BUILDING. FOR ANY ADDITIONAL BUILDINGS, PLEASE USE THE PROPERTY DISCLOSURE STATEMENT – RURAL PREMISES – ADDENDUM, LAND AND BUILDING.

EFFECT OF THE PROPERTY DISCLOSURE STATEMENT

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

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

ANSWERS MUST BE COMPLETE AND ACCURATE

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

BUYER MUST STILL MAKE THE BUYER'S OWN INQUIRIES

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

FOUR IMPORTANT CONSIDERATIONS

1. The seller is legally responsible for the accuracy of the information which appears on the Property Disclosure Statement. Not only must the answers be correct, but they must be complete. The buyer will rely on this information when the buyer contracts to purchase the premises. Even if the Property Disclosure Statement is not incorporated into the Contract of Purchase and Sale, the seller will still be responsible for the accuracy of the information on the Property Disclosure Statement if it caused the buyer to agree to buy the property.
2. The buyer must still make the buyer's own inquiries concerning the premises in addition to reviewing a Property Disclosure Statement, recognizing that, in some cases, it may not be possible to claim against the seller, if the seller cannot be found or is insolvent.
3. Anyone who is assisting the seller to complete a Property Disclosure Statement should take care to see that the seller understands each question and that the seller's answer is complete. It is recommended that the seller complete the Property Disclosure Statement in the seller's own writing to avoid any misunderstanding.
4. If any party to the transaction does not understand the English language, consider obtaining competent translation assistance to avoid any misunderstanding.

PROPERTY DISCLOSURE STATEMENT RURAL PREMISES – LAND AND BUILDING

PAGE 1 of 5 PAGES

Date of disclosure: Oct 6th 2023



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

ADDRESS: 106 Trueworthy Saturna Island BC V0N2Y0 (the "Premises")

THE PROPERTY CONTAINS THE FOLLOWING BUILDINGS:

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

THE SELLER IS RESPONSIBLE for the accuracy of the answers on this Property Disclosure Statement and where uncertain should reply "Do Not Know." This Property Disclosure Statement constitutes a representation under any Contract of Purchase and Sale if so agreed, in writing, by the Seller and the Buyer.

**THE SELLER SHOULD INITIAL
THE APPROPRIATE REPLIES.**

**1. LAND – This Property Disclosure Statement is in respect of the
land and the**

YES

NO

DO NOT
KNOW

DOES NOT
APPLY

(describe **one** building only, for all other buildings use the Rural
Premises Land and Building Addendum)

A. Are you aware of any encroachments, unregistered easements or
unregistered rights-of-way?

B. Are you aware of any existing tenancies, written or oral?

C. Are you aware of any past or present underground oil storage tank(s)
on the Premises?

D. Is there a survey certificate available?

E. Are you aware of any current or pending local improvement levies/
charges?

F. Have you received any other notice or claim affecting the Premises
from any person or public body?

G. Are the Premises managed forest lands?

H. Are the Premises in the Agricultural Land Reserve?

I. Are you aware of any past or present fuel or chemical storage
anywhere on the Premises?

J. Are you aware of any fill materials anywhere on the Premises?

K. Are you aware of any waste sites, past or present, excluding manure
storage anywhere on the Premises?

L. Are you aware of any uncapped or unclosed water wells on the
Premises?

M. Are you aware of any water licences affecting the Premises?

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BUYER'S INITIALS

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SELLER'S INITIALS

BC1007 REV. JAN 2023

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DATE OF DISCLOSURE

ADDRESS:

106

Trueworthy

Saturna Island

BC

V0N2Y0

1. LAND (continued)

	YES	NO	DO NOT KNOW	DOES NOT APPLY
N. Has the Premises been logged in the last five years?		✓		
(i) If yes, was a timber mark/licence in place?				
(ii) If yes, were taxes or fees paid?				
O. Is there a plot plan available showing the location of wells, septic systems, crops and building improvements?	✓			

2. SERVICES

<p>A. Please indicate the water system(s) the Premises use:</p> <p><input type="checkbox"/> A water provider supplies my water (e.g., local government, private utility)</p> <p><input checked="" type="checkbox"/> I have a private groundwater system (e.g., well)</p> <p><input type="checkbox"/> Water is diverted from a surface water source (e.g., creek or lake)</p> <p><input type="checkbox"/> Not connected</p> <p>Other <u>Water Collection From Roof</u></p>				
<p>B. If you indicated in 2.A. that the Premises have a private groundwater or private surface water system, you may require a water licence issued by the provincial government.</p>				
(i) Do you have a water licence for the premises already?		✓		
(ii) Have you applied for a water licence and are awaiting response?		✓		
C. Are you aware of any problems with the water system?		✓		
D. Are records available regarding the quality of the water available (such as pumping tests, flow tests, geochemistry and bacteriological quality, water treatment installation/maintenance records)?	✓			
E. Are records available regarding the quantity of the water available (such as pumping test or flow tests)?		✓		
<p>F. Indicate the sanitary sewer system the Premises are connected to:</p> <p><input type="checkbox"/> Municipal <input type="checkbox"/> Community <input checked="" type="checkbox"/> Septic</p> <p><input type="checkbox"/> Lagoon <input type="checkbox"/> Not Connected</p> <p>Other _____</p>				
G. Are you aware of any problems with the sanitary sewer system?		✓		
H. Are there any current service contracts; (i.e., septic removal or maintenance)?		✓		
I. If the system is septic or lagoon and installed after May 31, 2005, are maintenance records available?		✓		

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BUYER'S INITIALS

BC1007 REV. JAN 2023

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SELLER'S INITIALS

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DATE OF DISCLOSURE

ADDRESS:

106

Trueworthy

Saturna Island

BC

VON2Y0

3. BUILDING	YES	NO	DO NOT KNOW	DOES NOT APPLY
A. To the best of your knowledge, are the exterior walls insulated?	✓			
B. To the best of your knowledge, is the ceiling insulated?	✓			
C. To the best of your knowledge, have the Premises ever contained any asbestos products?		✓		
D. Has a final building inspection been approved or a final occupancy permit been obtained?	✓			
E. Has the fireplace, fireplace insert, or wood stove installation been approved: (i) <input type="checkbox"/> by local authorities? (ii) <input checked="" type="checkbox"/> by a WETT certified inspector?	✗		✓	
F. Are you aware of any infestation or unrepaired damage by insects, rodents or bats?		✓		
G. Are you aware of any structural problems with any of the buildings?		✓		
H. Are you aware of any additions or alterations made in the last 60 days?		✓		
I. Are you aware of any additions or alterations made without a required permit and final inspection; e.g., building, electrical, gas, etc.?		✓		
J. Are you aware of any problems with the heating and/or central air conditioning system?		✓		
K. Are you aware of any moisture and/or water problems in the walls, basement or crawl space?		✓		
L. Are you aware of any damage due to wind, fire or water?		✓		
M. Are you aware of any roof leakage or unrepaired roof damage? (Age of roof if known: _____ years)		✓		
N. Are you aware of any problems with the electrical or gas system?		✓		
O. Are you aware of any problems with the plumbing system?		✓		
P. Are you aware of any problems with the swimming pool and/or hot tub? <i>Never Used.</i>		✓		
Q. Does the building contain unauthorized accommodation?		✓		
R. Are there any equipment leases or service contracts; e.g., security systems, water purification, etc?		✓		

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BUYER'S INITIALS

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<i>[Signature]</i>		
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SELLER'S INITIALS

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DATE OF DISCLOSURE

ADDRESS:

106

Trueworthy

Saturna Island

BC VON2Y0

4. BUILDING (continued)	YES	NO	DO NOT KNOW	DOES NOT APPLY
S. Was the building constructed by an "owner builder," as defined in the <i>Homeowner Protection Act</i> , within the last 10 years? (If so, attach required Owner Builder Disclosure Notice.)		✓		
T. Is this building covered by home warranty insurance under the <i>Homeowner Protection Act</i> ?		✓		
U. Is there a current "EnerGuide for Houses" rating number available for these premises? (i) If yes, what is the rating number? _____ (ii) When was the energy assessment report prepared? _____ (DD/MM/YYYY)			✓	
V. To the best of your knowledge, has the premises been tested for radon? (i) If yes, was the most recent test: <input type="checkbox"/> short term or <input type="checkbox"/> long term (more than 90 days) Level: _____ <input type="checkbox"/> bq/m3 <input type="checkbox"/> pCi/L on _____ date of test (DD/MM/YYYY)			✓	
W. Is there a radon mitigation system on the Premises?		✓		
(i) If yes, are you aware of any problems or deficiencies with the radon mitigation system?				

5. GENERAL

A. Are you aware if the Premises have been used to grow cannabis (other than as permitted by law) or to manufacture illegal substances?		✓		
B. Are you aware of any latent defect in respect of the Premises? <i>For the purposes of this question, "latent defect" means a defect that cannot be discerned through a reasonable inspection of the Premises that renders the Premises: (a) dangerous or potentially dangerous to occupants; or (b) unfit for habitation.</i>		✓		
C. Are you aware if the Premises, of any portion of the Premises, is designated or proposed for designation as a "heritage site" or of "heritage value" under the <i>Heritage Conservation Act</i> or under municipal legislation?		✓		

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BUYER'S INITIALS

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SELLER'S INITIALS

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DATE OF DISCLOSURE

ADDRESS: 106 Trueworthy Saturna Island BC V0N2Y0

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

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

PLEASE READ THE INFORMATION PAGE BEFORE SIGNING.



SELLER(S)

SELLER(S)

SELLER(S)

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

The prudent Buyer will use this Property Disclosure Statement as the starting point for the Buyer's own inquiries. **The Buyer is urged to carefully inspect the Premises and, if desired, to have the Premises inspected by a licensed inspection service of the Buyer's choice.**

BUYER(S)

BUYER(S)

BUYER(S)

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

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INFORMATION ABOUT THE PROPERTY DISCLOSURE STATEMENT LAND ONLY

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

THIS FORM IS INTENDED TO BE USED FOR VACANT LAND.

EFFECT OF THE PROPERTY DISCLOSURE STATEMENT

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

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

ANSWERS MUST BE COMPLETE AND ACCURATE

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

BUYER MUST STILL MAKE THE BUYER'S OWN INQUIRIES

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

FOUR IMPORTANT CONSIDERATIONS

1. The seller is legally responsible for the accuracy of the information which appears on the Property Disclosure Statement. Not only must the answers be correct, but they must be complete. The buyer will rely on this information when the buyer contracts to purchase the land. Even if the Property Disclosure Statement is not incorporated into the Contract of Purchase and Sale, the seller will still be responsible for the accuracy of the information on the Property Disclosure Statement if it caused the buyer to agree to buy the property.
2. The buyer must still make the buyer's own inquiries concerning the Land in addition to reviewing a Property Disclosure Statement, recognizing that, in some cases, it may not be possible to claim against the seller, if the seller cannot be found or is insolvent.
3. Anyone who is assisting the seller to complete a Property Disclosure Statement should take care to see that the seller understands each question and that the seller's answer is complete. It is recommended that the seller complete the Property Disclosure Statement in the seller's own writing to avoid any misunderstanding.
4. If any party to the transaction does not understand the English language, consider obtaining competent translation assistance to avoid any misunderstanding.

PROPERTY DISCLOSURE STATEMENT LAND ONLY

PAGE 1 of 3 PAGES

Date of disclosure: Oct 6 2023



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

ADDRESS: **106** **Trueworthy** **Saturna Island** **BC** **V0N2Y0** **(the "Land")**

THE SELLER IS RESPONSIBLE for the accuracy of the answers on this Property Disclosure Statement and where uncertain should reply "Do Not Know." This Property Disclosure Statement constitutes a representation under any Contract of Purchase and Sale if so agreed, in writing, by the Seller and the Buyer.	THE SELLER SHOULD INITIAL THE APPROPRIATE REPLIES.			
	YES	NO	DO NOT KNOW	DOES NOT APPLY

1. LAND

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

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BUYER'S INITIALS

[Handwritten Signature]

SELLER'S INITIALS

DATE OF DISCLOSURE

ADDRESS: 106 Trueworthy Saturna Island BC V0N2Y0

2. SERVICES	YES	NO	DO NOT KNOW	DOES NOT APPLY
A. Please indicate the water system(s) the Land uses: <input type="checkbox"/> A water provider supplies my water (e.g., local government, private utility) <input checked="" type="checkbox"/> I have a private groundwater system (e.g., well) <input type="checkbox"/> Water is diverted from a surface water source (e.g., creek or lake) <input type="checkbox"/> Not connected Other _____				
B. If you indicated in 2.A. that the Land has a private groundwater or private surface water system, you may require a water licence issued by the provincial government.				
(i) Do you have a water licence for the Land already?		✓		
(ii) Have you applied for a water licence and are awaiting response?		✓		
C. Are you aware of any problems with the water system? <i>Well Never Used</i>		✓		
D. Are records available regarding the quality of the water available (such as pumping tests, flow tests, geochemistry and bacteriological quality, water treatment installation/maintenance records)?		✓		
E. Are records available regarding the quantity of the water available (such as pumping test or flow tests)?	✓	✗		
F. Indicate the sanitary sewer system the Land is connected to: <input type="checkbox"/> Municipal <input type="checkbox"/> Community <input type="checkbox"/> Septic <input type="checkbox"/> Lagoon <input type="checkbox"/> Not Connected Other _____			✗	✓
G. Are you aware of any problems with the sanitary sewer system?				✓
H. Are there any current service contracts; (i.e., septic removal or maintenance)?				✓
I. If the system is septic or lagoon and installed after May 31, 2005, are maintenance records available?				✓

3. BUILDING (not applicable)

4. GENERAL

A. Are you aware if the Land has been used to grow cannabis (other than as permitted by law) or to manufacture illegal substances?		✓		
B. Are you aware of any latent defect in respect of the Land? <i>For the purposes of this question, "latent defect" means a defect that cannot be discerned through a reasonable inspection of the Land that renders the Land: (a) dangerous or potentially dangerous to occupants; or (b) unfit for habitation.</i>		✓		

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BUYER'S INITIALS

<i>[Signature]</i>	<i>[Signature]</i>
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SELLER'S INITIALS

DATE OF DISCLOSURE

ADDRESS: 106 Trueworthy Saturna Island BC V0N2Y0

4. GENERAL (continued)	YES	NO	DO NOT KNOW	DOES NOT APPLY
C. Are you aware if the property, of any portion of the property, is designated or proposed for designation as a "heritage site" or of "heritage value" under the <i>Heritage Conservation Act</i> or under municipal legislation?		<input checked="" type="checkbox"/>		

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

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

PLEASE READ THE INFORMATION PAGE BEFORE SIGNING.



SELLER(S)



SELLER(S)

SELLER(S)

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

The prudent Buyer will use this Property Disclosure Statement as the starting point for the Buyer's own inquiries. **The Buyer is urged to carefully inspect the Land and, if desired, to have the Land inspected by a licensed inspection service of the Buyer's choice.**

BUYER(S)

BUYER(S)

BUYER(S)

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

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TITLE SEARCH PRINT

File Reference: 106 TW (4)

Declared Value \$1331055

2023-09-24, 06:15:14

Requestor: Susanne Middleditch

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN******Title Issued Under** STRATA PROPERTY ACT (Section 249)**Land Title District** VICTORIA
Land Title Office VICTORIA**Title Number** CA8557642
From Title Number CA8544410**Application Received** 2020-11-09**Application Entered** 2020-11-19**Registered Owner in Fee Simple**
Registered Owner/Mailing Address:**Taxation Authority** Capital Assessment Area**Description of Land**
Parcel Identifier: 019-029-543
Legal Description:
STRATA LOT 4, SECTION 5, SATURNA ISLAND, COWICHAN DISTRICT, STRATA
PLAN VIS3488, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN
PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1
SEE PLAN AS TO LIMITED ACCESS**Legal Notations**THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 29 OF THE MUNICIPAL
ACT, SEE EG141149; INTER ALIAHERETO INTER ALIA IS ANNEXED EASEMENT EJ125078 OVER THAT PART OF
STRATA LOT 32, STRATA PLAN VIS3488 SHOWN AS EASEMENT AREAS A, B, C
AND D ON PLAN VIP62336
SERVIENT TENEMENT WITH RESPECT TO EASEMENT EJ125078 CANCELLED AS TO
PART DEDICATED AS ROAD ON PLAN VIP73279 BY ET9386A 24/01/2002

TITLE SEARCH PRINT

2023-09-24, 06:15:14

File Reference: 106 TW (4)

Requestor: Susanne Middleditch

Declared Value \$1331055

HERETO INTER ALIA IS ANNEXED EASEMENT EJ125080 (DD EJ125078) OVER THAT PART OF STRATA LOT 32, STRATA PLAN VIS3488 SHOWN AS EASEMENT AREA C ON PLAN VIP62336
SERVIENT TENEMENT WITH RESPECT TO EASEMENT EJ125080 CANCELLED AS TO PART DEDICATED AS ROAD ON PLAN VIP73279 BY ET9388A 24/01/2002

HERETO INTER ALIA IS ANNEXED EASEMENT EJ125081 (DD EJ125078) OVER THAT PART OF STRATA LOT 32, STRATA PLAN VIS3488 SHOWN AS EASEMENT AREA E ON PLAN VIP62336
SERVIENT TENEMENT WITH RESPECT OF EASEMENT EJ125081 CANCELLED AS TO PART DEDICATED AS ROAD ON PLAN VIP73279 BY ET9386B 24/01/2002

HERETO INTER ALIA IS ANNEXED EASEMENT EJ125082 (DD EJ125078) OVER THAT PART OF LOT 1, PLAN 25360 SHOWN AS EASEMENT AREAS F AND G ON PLAN VIP62336

Charges, Liens and Interests

Nature:	COVENANT
Registration Number:	EH143275
Registration Date and Time:	1994-10-31 13:23
Registered Owner:	HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA CAPITAL REGIONAL DISTRICT
Remarks:	INTER ALIA SECTION 215 LAND TITLE ACT;

Nature:	COVENANT
Registration Number:	EH143313
Registration Date and Time:	1994-10-31 13:25
Registered Owner:	HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA CAPITAL REGIONAL DISTRICT
Remarks:	INTER ALIA PART IN PLAN VIP60103; SECTION 215 LAND TITLE ACT

Nature:	COVENANT
Registration Number:	EH143316
Registration Date and Time:	1994-10-31 13:26
Registered Owner:	SATURNA ISLAND TRUST COMMITTEE
Remarks:	INTER ALIA; SECTION 215 LAND TITLE ACT

Duplicate Infeasible Title	NONE OUTSTANDING
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Transfers	NONE
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TITLE SEARCH PRINT

File Reference: 106 TW (4)

Declared Value \$1331055

2023-09-24, 06:15:14

Requestor: Susanne Middleditch

Pending Applications

NONE

TITLE SEARCH PRINT

2023-09-24, 06:16:21

File Reference: 106 TW (5)

Requestor: Susanne Middleditch

Declared Value \$318945

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN******Title Issued Under** STRATA PROPERTY ACT (Section 249)**Land Title District** VICTORIA
Land Title Office VICTORIA**Title Number** CA8557645
From Title Number CA8544419**Application Received** 2020-11-09**Application Entered** 2020-11-19**Registered Owner in Fee Simple**
Registered Owner/Mailing Address:**Taxation Authority** Capital Assessment Area**Description of Land**

Parcel Identifier: 019-029-551

Legal Description:

STRATA LOT 5, SECTION 5, SATURNA ISLAND, COWICHAN DISTRICT, STRATA PLAN VIS3488, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1 SEE PLAN AS TO LIMITED ACCESS

Legal Notations

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 29 OF THE MUNICIPAL ACT, SEE EG141149; INTER ALIA

HERETO INTER ALIA IS ANNEXED EASEMENT EJ125078 OVER THAT PART OF STRATA LOT 32, STRATA PLAN VIS3488 SHOWN AS EASEMENT AREAS A, B, C AND D ON PLAN VIP62336
SERVIENT TENEMENT WITH RESPECT TO EASEMENT EJ125078 CANCELLED AS TO PART DEDICATED AS ROAD ON PLAN VIP73279 BY ET9386A 24/01/2002

TITLE SEARCH PRINT

2023-09-24, 06:16:21

File Reference: 106 TW (5)

Requestor: Susanne Middleditch

Declared Value \$318945

HERETO INTER ALIA IS ANNEXED EASEMENT EJ125080 (DD EJ125078) OVER THAT PART OF STRATA LOT 32, STRATA PLAN VIS3488 SHOWN AS EASEMENT AREA C ON PLAN VIP62336
SERVIENT TENEMENT WITH RESPECT TO EASEMENT EJ125080 CANCELLED AS TO PART DEDICATED AS ROAD ON PLAN VIP73279 BY ET9388A 24/01/2002

HERETO INTER ALIA IS ANNEXED EASEMENT EJ125081 (DD EJ125078) OVER THAT PART OF STRATA LOT 32, STRATA PLAN VIS3488 SHOWN AS EASEMENT AREA E ON PLAN VIP62336
SERVIENT TENEMENT WITH RESPECT OF EASEMENT EJ125081 CANCELLED AS TO PART DEDICATED AS ROAD ON PLAN VIP73279 BY ET9386B 24/01/2002

HERETO INTER ALIA IS ANNEXED EASEMENT EJ125082 (DD EJ125078) OVER THAT PART OF LOT 1, PLAN 25360 SHOWN AS EASEMENT AREAS F AND G ON PLAN VIP62336

Charges, Liens and Interests

Nature:	COVENANT
Registration Number:	EH143275
Registration Date and Time:	1994-10-31 13:23
Registered Owner:	HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA CAPITAL REGIONAL DISTRICT
Remarks:	INTER ALIA SECTION 215 LAND TITLE ACT;

Nature:	COVENANT
Registration Number:	EH143313
Registration Date and Time:	1994-10-31 13:25
Registered Owner:	HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA CAPITAL REGIONAL DISTRICT
Remarks:	INTER ALIA PART IN PLAN VIP60103; SECTION 215 LAND TITLE ACT

Nature:	COVENANT
Registration Number:	EH143316
Registration Date and Time:	1994-10-31 13:26
Registered Owner:	SATURNA ISLAND TRUST COMMITTEE
Remarks:	INTER ALIA; SECTION 215 LAND TITLE ACT

Duplicate Infeasible Title	NONE OUTSTANDING
-----------------------------------	------------------

Transfers	NONE
------------------	------

TITLE SEARCH PRINT

File Reference: 106 TW (5)

Declared Value \$318945

2023-09-24, 06:16:21

Requestor: Susanne Middleditch

Pending Applications

NONE

COMMON PROPERTY SEARCH PRINT

2023-09-24, 06:16:21

File Reference: 106 TW (5)

Requestor: Susanne Middleditch

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN******Land Title District**

VICTORIA

Land Title Office

VICTORIA

Common Property Strata Plan

VIS3488

Transfers

NONE

Legal Notations

NONE

Charges, Liens and Interests

Nature:

RIGHT OF WAY

Registration Number:

290239G

Registration Date and Time:

1964-03-13 11:26

Registered Owner:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

Remarks:

INTER ALIA

PART

Nature:

COVENANT

Registration Number:

EH143278

Registration Date and Time:

1994-10-31 13:24

Registered Owner:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA

Remarks:

INTER ALIA

PART IN PLAN VIP60102; SECTION 215
LAND TITLE ACT

Nature:

COVENANT

Registration Number:

EH146642

Registration Date and Time:

1994-11-07 10:37

Registered Owner:

SATURNA ISLAND TRUST COMMITTEE

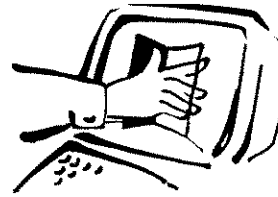
Remarks:

DD EH146641; SECTION 215 LAND TITLE ACT

Miscellaneous Notes:

NONE

BC OnLine



BC OnLine Land Title Internet Service
Provided in co-operation with
Land Title and Survey Authority

LTSA - DOCUMENT RETRIEVAL		REF# J29508	REQUESTED:2009-05-04 10:16
CLIENT NAME:	SUSANNE MIDDLEITCH		
ADDRESS:	BOX 99 SATURNA ISLAND BC V0N 2Y0		
PICK-UP INSTRUCTIONS:			
USER ID: PA20068	PLAN# VIS3488	VI Filed	RCVD:1998-02-04
ACCOUNT: 381077			
FOLIO			
REMARKS:			

Help Desk Victoria (250) 953-8200
In B.C. 1-800-663-6102
Administration Office ... (250) 953-8250
Fax Number (250) 953-8222

Persons who need to rely on a plan for legal purposes must examine the official version at the Land Title Office in which the plan is deposited. However, plans with plan numbers beginning with the letters EPP or EPS are electronic plans which constitute the official version.

Lot No	Sheet No	FORM 1		FORM 2		FORM 3
		Schedule of Unit Enrollment	Unit Enrollment	Schedule of Unit Enrollment	Unit Enrollment	
1	1	1	1	1	1	
2	1	1	1	1	1	
3	1	1	1	1	1	
4	1	1	1	1	1	
5	1	1	1	1	1	
6	1	1	1	1	1	
7	1	1	1	1	1	
8	1	1	1	1	1	
9	1	1	1	1	1	
10	1	1	1	1	1	
11	1	1	1	1	1	
12	1	1	1	1	1	
13	1	1	1	1	1	
14	1	1	1	1	1	
15	1	1	1	1	1	
16	1	1	1	1	1	
17	1	1	1	1	1	
18	1	1	1	1	1	
19	1	1	1	1	1	
20	1	1	1	1	1	
21	1	1	1	1	1	
22	1	1	1	1	1	
23	1	1	1	1	1	
24	1	1	1	1	1	
25	1	1	1	1	1	
26	1	1	1	1	1	
27	1	1	1	1	1	
28	1	1	1	1	1	
29	1	1	1	1	1	
30	1	1	1	1	1	
31	1	1	1	1	1	
32	1	1	1	1	1	
Aggregates		93	2	93	2	

Accepted as to Forms 1 and 2
This 13 day of October 1994
K. J. [Signature]
Superintendent of Real Estate

Statutory Declarations

I, the undersigned, do solemnly declare that:

- (1) I, the undersigned, am the duly authorized agent of the owner-developer.
- (2) The Streets Plan is entirely for residential and farm use.

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

Rent Sewell

Declared before me at Vancouver, B.C.
 this 4th day of October 1922

James T. Sullivan

A commissioner for taking affidavits within British Columbia

1724 1095 DENSMUR STREET
VANCOUVER, BRITISH COLUMBIA
Address

Address 595 Burrard St. Vancouver.

Sheet 3 of 4 Sheets
STRATA PLAN V/S 3488

DEALINGS AFFECTING THE COMMON PROPERTY

[illegible]

July 29, 1994

Sheet A of A sheets

STRATA PLAN VIS 3488

RECORD OF BY-LAWS AND ORDERS ETC.

[illegible]

M. J. Nicolson

July 29, 1992



Aerial - 106 Trueworthy

LEGEND Operational Layers



114.7 0 57.3 114.7 Meters

WGS_1984_Web_Mercator_Auxiliary_Sphere
© Islands Trust

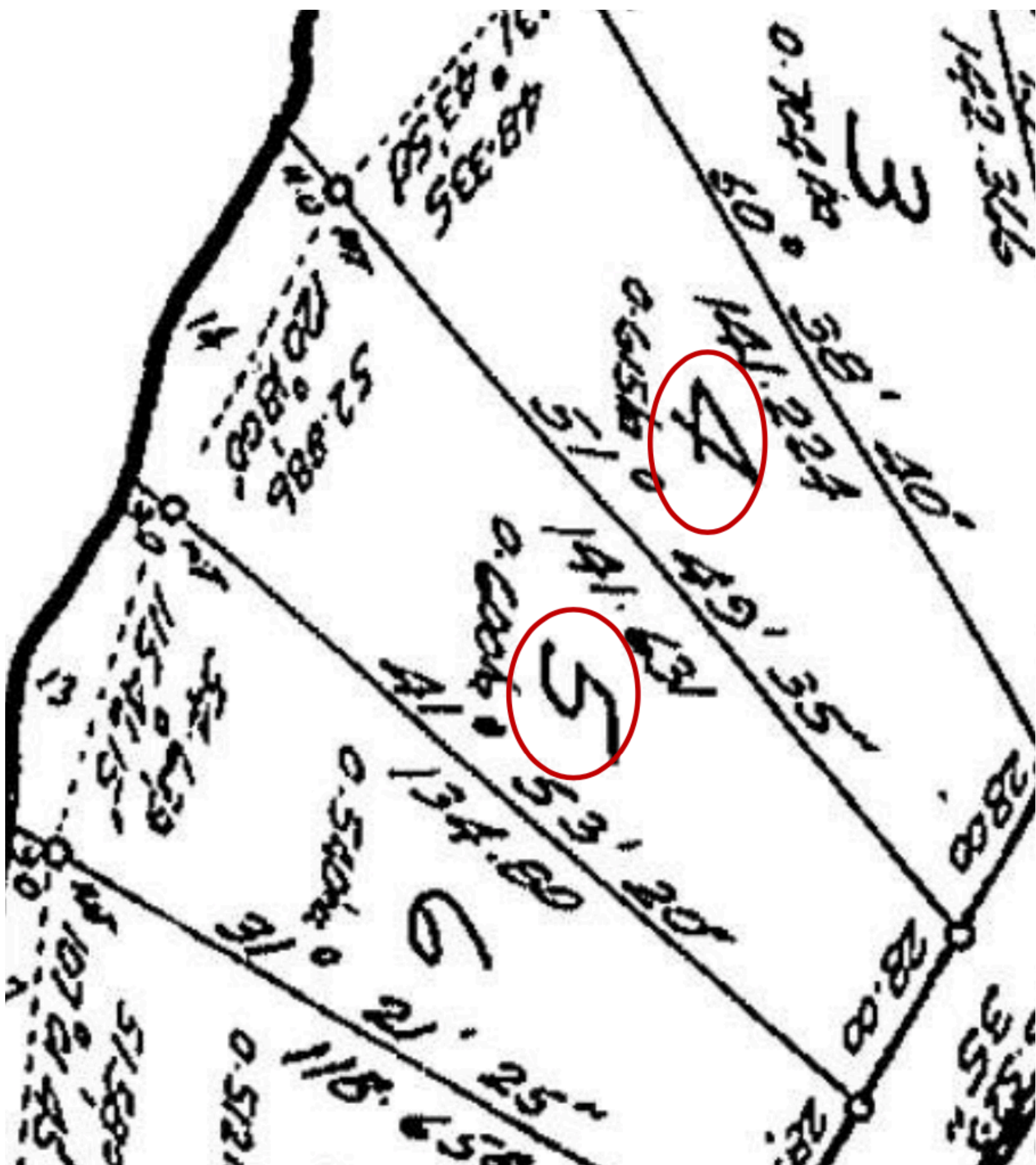
1:2,257

October 15, 2019

DISCLAIMER: This map is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. Islands Trust makes no representations of any kind, including but not limited to, the warranties of merchantability, or fitness for a particular use, nor are any such warranties to be implied with respect to the data on this map.

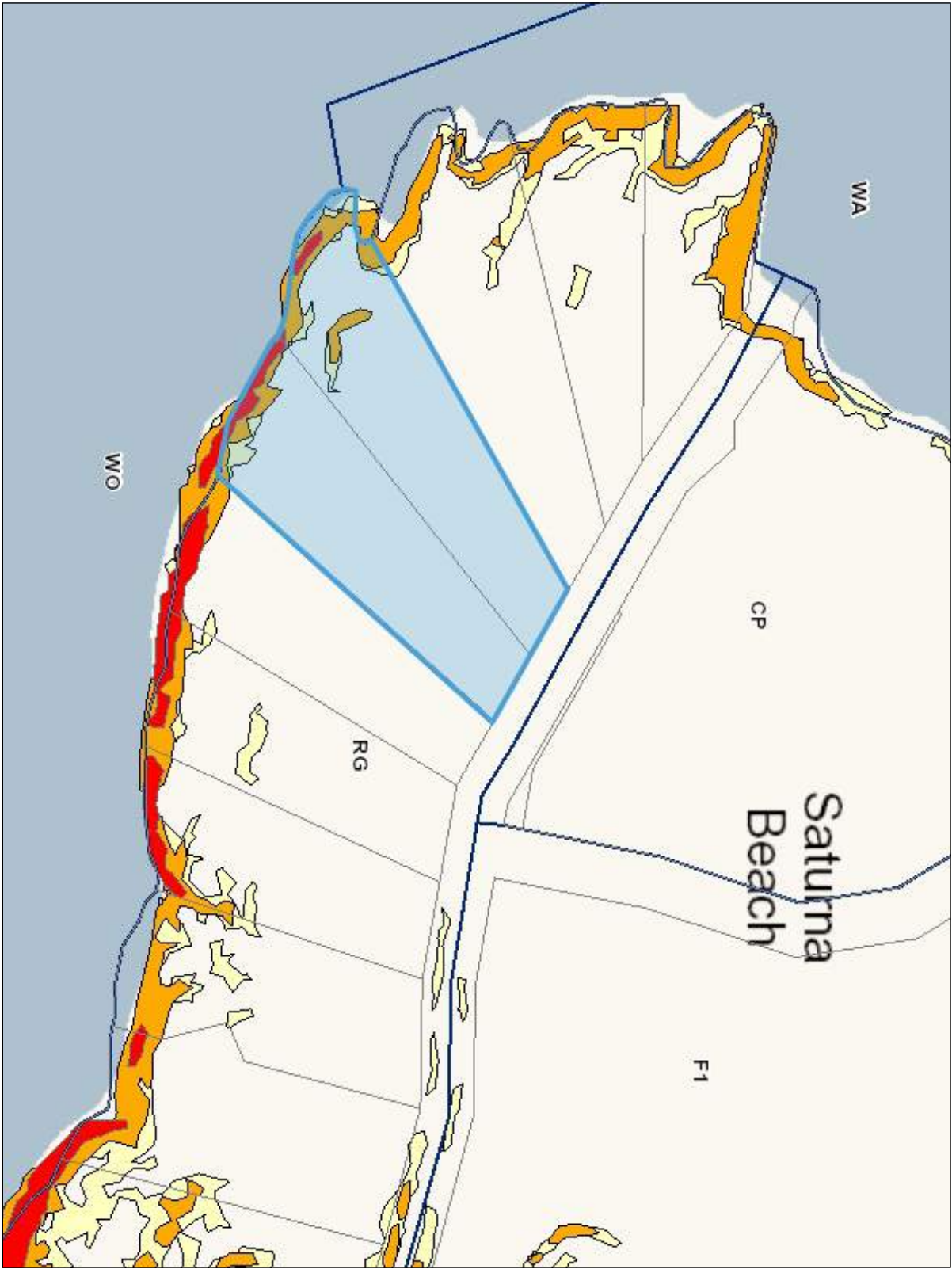
THIS MAP IS NOT TO BE USED FOR NAVIGATION







Steep Slopes - 106 Trueworthy



LEGEND Operational Layers

- Zoning
- DP Area 1
- DP Area 2
- High Risk
- Moderate Risk
- Low Risk

114.7 0 57.3 114.7 Meters

WGS_1984_Web_Mercator_Auxiliary_Sphere
© Islands Trust

1:2,257

October 15, 2019

DISCLAIMER: This map is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. Islands Trust makes no representations of any kind, including but not limited to, the warranties of merchantability, or fitness for a particular use, nor are any such warranties to be implied with respect to the data on this map.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



Property Information Report TRUEWORTHY RD

Print Date: 2023/09/24 08:24:30 AM



Islands Trust



Property Address: Not Available

Land Value: \$540,000

PID: 019-029-551

Improvement Value: \$0

Assessment Area: 1

Total Value: \$540,000

Folio: 76407013060

BC Assessment Area (Acres): 1.482

Zoning: Rural General

Local Trustees: Mairead Boland, Lee Middleton

Regional District: Capital

Local Trust
Area: Saturna Island Local Trust Area

Full Legal Description:

STRATA LOT 5, PLAN VIS3488, SECTION 5, COWICHAN LAND DISTRICT, PORTION SATURNA ISLAND, BARELAND STRATA TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1 OR V, AS APPROPRIATE

Property Information Report TRUEWORTHY RD

Print Date: 2023/09/24 08:24:30 AM

Property Address:	Not Available	Land Value:	\$540,000
PID:	019-029-551	Improvement Value:	\$0
Assessment Area:	1	Total Value:	\$540,000
Folio:	76407013060	BC Assessment Area (Acres):	1.482
Zoning:	Rural General	Local Trustees:	Mairead Boland, Lee Middleton
Regional District:	Capital		
Local Trust Area:	Saturna Island Local Trust Area		

Full Legal Description:

STRATA LOT 5, PLAN VIS3488, SECTION 5, COWICHAN LAND DISTRICT, PORTION SATURNA ISLAND, BARELAND STRATA TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1 OR V, AS APPROPRIATE

Property Address:	Not Available	Land Value:	\$540,000
PID:	019-029-551	Improvement Value:	\$0
Assessment Area:	1	Total Value:	\$540,000
Folio:	76407013060	BC Assessment Area (Acres):	1.482
Zoning:	Farm Resort	Local Trustees:	Mairead Boland, Lee Middleton
Regional District:	Capital		
Local Trust Area:	Saturna Island Local Trust Area		

Full Legal Description:

STRATA LOT 5, PLAN VIS3488, SECTION 5, COWICHAN LAND DISTRICT, PORTION SATURNA ISLAND, BARELAND STRATA TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1 OR V, AS APPROPRIATE

Property Information Report

106 TRUEWORTHY RD

Print Date: 2023/09/24 08:23:28 AM



Islands Trust



Property Address: 106 TRUEWORTHY RD

Land Value: \$623,000

PID: 019-029-543

Improvement Value: \$1,242,000

Assessment Area: 1

Total Value: \$1,865,000

Folio: 76407013050

BC Assessment Area (Acres): 1.519

Zoning: Rural General

Local Trustees: Mairead Boland, Lee Middleton

Regional District: Capital

Local Trust Area: Saturna Island Local Trust Area

Full Legal Description:

STRATA LOT 4, PLAN VIS3488, SECTION 5, COWICHAN LAND DISTRICT, PORTION SATURNA ISLAND, BARELAND STRATA TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1 OR V, AS APPROPRIATE

Property Information Report

106 TRUEWORTHY RD

Print Date: 2023/09/24 08:23:28 AM



Islands Trust

Property Address:	106 TRUEWORTHY RD	Land Value:	\$623,000
PID:	019-029-543	Improvement Value:	\$1,242,000
Assessment Area:	1	Total Value:	\$1,865,000
Folio:	76407013050	BC Assessment Area (Acres):	1.519
Zoning:	Rural General	Local Trustees:	Mairead Boland, Lee Middleton
Regional District:	Capital		
Local Trust Area:	Saturna Island Local Trust Area		

Full Legal Description:

STRATA LOT 4, PLAN VIS3488, SECTION 5, COWICHAN LAND DISTRICT, PORTION SATURNA ISLAND, BARELAND STRATA TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1 OR V, AS APPROPRIATE

Property Address:	106 TRUEWORTHY RD	Land Value:	\$623,000
PID:	019-029-543	Improvement Value:	\$1,242,000
Assessment Area:	1	Total Value:	\$1,865,000
Folio:	76407013050	BC Assessment Area (Acres):	1.519
Zoning:	Farm Resort	Local Trustees:	Mairead Boland, Lee Middleton
Regional District:	Capital		
Local Trust Area:	Saturna Island Local Trust Area		

Full Legal Description:

STRATA LOT 4, PLAN VIS3488, SECTION 5, COWICHAN LAND DISTRICT, PORTION SATURNA ISLAND, BARELAND STRATA TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1 OR V, AS APPROPRIATE

Well Summary

Well Tag Number: 63798
Well Identification Plate Number:
Owner Name: SEWELL AL
Intended Water Use: Private Domestic

Well Status: New
Well Class: Unknown
Well Subclass:
Aquifer Number:

Observation Well Number:
Observation Well Status:
Environmental Monitoring System (EMS) ID:
Alternative specs submitted: No

Licensing Information

Licensed Status: Unlicensed

Licence Number:

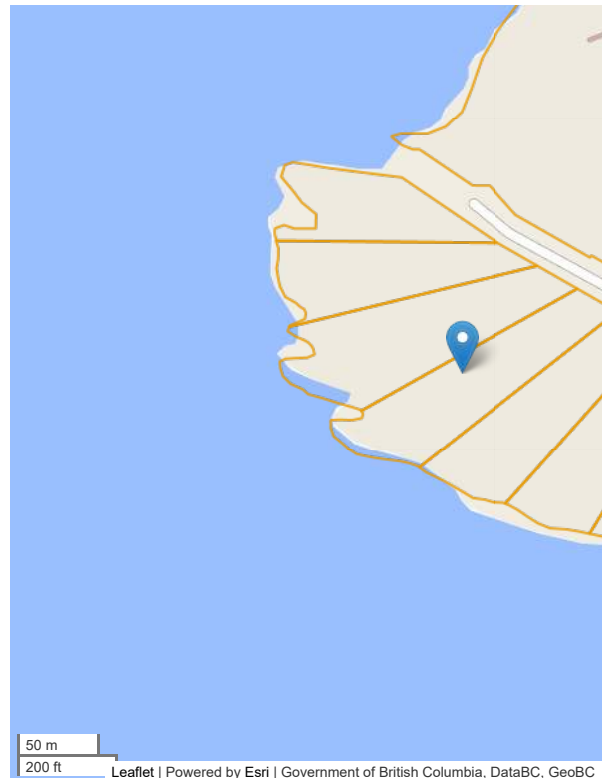
Location Information

Street Address:
Town/City: SATURNA ISLAND

Legal Description:

Lot	4
Plan	VIS 3488
District Lot	
Block	
Section	5
Township	
Range	
Land District	16
Property Identification Description (PID)	019029543

Description of Well Location:



Geographic Coordinates - North American Datum of 1983 (NAD 83)

Latitude: 48.774707

Longitude: -123.200948

UTM Easting: 485236

UTM Northing: 5402431

Zone: 10

Coordinate Acquisition Code:

unknown, accuracy based on parcel size) ICF cadastre, poor or no location sketch, arbitrarily located in center of parcel

Well Activity

Activity	Work Start Date	Work End Date	Drilling Company	Date Entered
There has been no activity related to this well.				

Well Work Dates

Start Date of Construction	End Date of Construction	Start Date of Alteration	End Date of Alteration	Start Date of Decommission	End Date of Decommission
1994-03-14					

Well Completion Data

Total Depth Drilled:	Static Water Level (BTOC):	Well Cap:
Finished Well Depth: 160.00 feet	Estimated Well Yield: 1.000 USGPM	Well Disinfected Status: Not Disinfected
Final Casing Stick Up:	Artesian Flow:	Drilling Method: Other
Depth to Bedrock:	Artesian Pressure:	Orientation of Well: VERTICAL
Ground elevation:	Method of determining elevation: Unknown	

Lithology

From (ft bgl)	To (ft bgl)	Raw Data	Description	Moisture	Colour	Hardness	Observations	Water Bearing Flow Estimate (USGPM)
0.00	0.00	BOTTOM OF HOLE 160FT						
0.00	0.00	FRACTURE AT 155FT WITH APPROX 1 GPM						
0.00	0.00	STEADY DRILLING TO 155FT						
0.00	0.00	BEDROCK AT 18FT BOTTOM OF CASING 27FT						

Casing Details

From (ft)	To (ft)	Casing Type	Casing Material	Diameter	Wall Thickness	Drive Shoe
There are no records to show						

Surface Seal and Backfill Details

Surface Seal Material:	Backfill Material Above Surface Seal:
Surface Seal Installation Method:	Backfill Depth:
Surface Seal Thickness:	
Surface Seal Depth:	

Liner Details

Liner Material:	Liner Thickness:	Liner perforations
Liner Diameter:	Liner to:	FromTo
Liner from:		There are no records to show

Screen Details

Intake Method:	Installed Screens
Type:	FromToDiameterAssembly TypeSlot Size
Material:	
Opening:	There are no records to show
Bottom:	

Well Development

Developed by:	Development Total Duration:
---------------	-----------------------------

Well Yield

No well yield data available.

Well Decommission Information

Reason for Decommission:

Method of Decommission:

Sealant Material:

Backfill Material:

Decommission Details:

Comments

STEEL CASING,0.0 TO 27.0,.188 THICK, METHOD OF DRILLING = DRILLED

Alternative Specs Submitted: No

Documents

- [WTN 63798 Well Record.pdf](#)

Disclaimer

The information provided should not be used as a basis for making financial or any other commitments. The Government of British Columbia accepts no liability for the accuracy, availability, suitability, reliability, usability, completeness or timeliness of the data or graphical depictions rendered from the data.

Well Summary

Well Tag Number: 63799
Well Identification Plate Number:
Owner Name: SEWELL AL
Intended Water Use: Private Domestic

Well Status: New
Well Class: Unknown
Well Subclass:
Aquifer Number:

Observation Well Number:
Observation Well Status:
Environmental Monitoring System (EMS) ID:
Alternative specs submitted: No

Licensing Information

Licensed Status: Unlicensed

Licence Number:

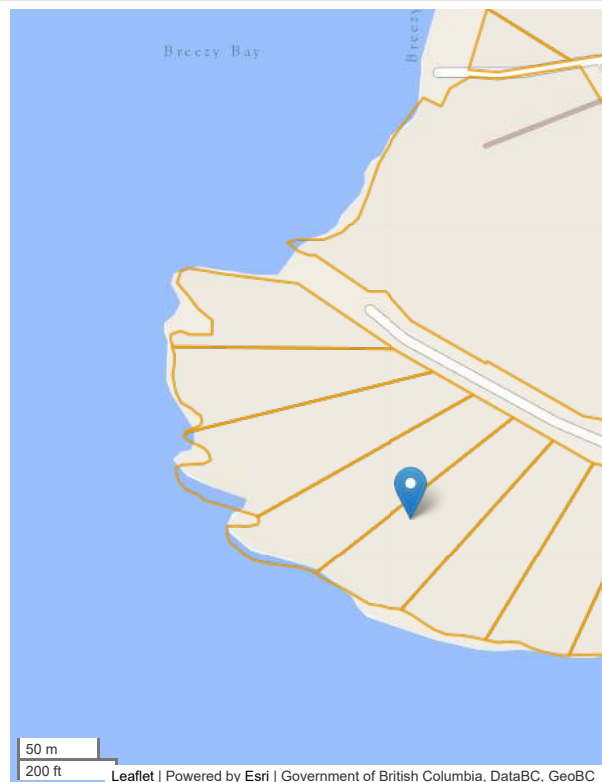
Location Information

Street Address:
Town/City: SATURNA ISLAND

Legal Description:

Lot	5
Plan	VIS 3488
District Lot	
Block	
Section	5
Township	
Range	
Land District	16
Property Identification Description (PID)	019029551

Description of Well Location:



Geographic Coordinates - North American Datum of 1983 (NAD 83)

Latitude: 48.774492

Longitude: -123.200525

UTM Easting: 485267

UTM Northing: 5402407

Zone: 10

Coordinate Acquisition Code:

unknown, accuracy based on parcel size) ICF cadastre, poor or no location sketch, arbitrarily located in center of parcel

Well Activity

Activity	Work Start Date	Work End Date	Drilling Company	Date Entered
There has been no activity related to this well.				

Well Work Dates

Start Date of Construction	End Date of Construction	Start Date of Alteration	End Date of Alteration	Start Date of Decommission	End Date of Decommission
1994-03-14					

Well Completion Data

Total Depth Drilled:	Static Water Level (BTOC):	Well Cap:
Finished Well Depth: 180.00 feet	Estimated Well Yield: 2.000 USGPM	Well Disinfected Status: Not Disinfected
Final Casing Stick Up:	Artesian Flow:	Drilling Method: Other
Depth to Bedrock:	Artesian Pressure:	Orientation of Well: VERTICAL
Ground elevation:	Method of determining elevation: Unknown	

Lithology

From (ft bgl)	To (ft bgl)	Raw Data	Description	Moisture	Colour	Hardness	Observations	Water Bearing Flow Estimate (USGPM)
0.00	0.00	BOTTOM OF HOLE 180FT						
0.00	0.00	STEADY DRILLING TO 175FT WITH APPROX 2 G						
0.00	0.00	BEDROCK AT 18FT BOTTOM OF CASING 27FT						

Casing Details

From (ft)	To (ft)	Casing Type	Casing Material	Diameter	Wall Thickness	Drive Shoe
There are no records to show						

Surface Seal and Backfill Details

Surface Seal Material:	Backfill Material Above Surface Seal:
Surface Seal Installation Method:	Backfill Depth:
Surface Seal Thickness:	
Surface Seal Depth:	

Liner Details

Liner Material:	Liner Thickness:	Liner perforations
Liner Diameter:	Liner to:	FromTo
Liner from:		There are no records to show

Screen Details

Intake Method:	Installed Screens
Type:	FromToDiameterAssembly TypeSlot Size
Material:	
Opening:	There are no records to show
Bottom:	

Well Development

Developed by:	Development Total Duration:
---------------	-----------------------------

Well Yield

No well yield data available.

Well Decommission Information

Reason for Decommission:

Method of Decommission:

Sealant Material:

Backfill Material:

Decommission Details:

Comments

STEEL CASING,0.0 TO 27.0,.188 THICK, METHOD OF DRILLING = DRILLED

Alternative Specs Submitted: No

Documents

- [WTN 63799 Well Record.pdf](#)

Disclaimer

The information provided should not be used as a basis for making financial or any other commitments. The Government of British Columbia accepts no liability for the accuracy, availability, suitability, reliability, usability, completeness or timeliness of the data or graphical depictions rendered from the data.

Client/Code

Alan Gieschin
2717-184th St
Surrey, BC
V3Z 9V2

Date 16Sep20 08:15a
Source Well
Type of Sample water
No. of Samples 1

No. W156463

TEL: 604-635-1869
alan@royalprinters.com

Comments Arrival temp.: 9.0C
Pd 1609-E Batch 981B

Sample: 106 Trueworthy Rd, Saturna Isl.

Site Code	Date	Time	CFU/100 ml		CFU/100 ml		CFU/100 ml
			TC	T-NC	FC	F-NC	E.coli
Kitchen Tap	15Sep20	04:59p	0	2	0	0	0
Kitchen Tap	DUP	04:59p	0	0	0	0	0

TC = total coliform bacteria

FC = fecal coliform bacteria (aka thermotolerant coliforms)

NC = non-coliform bacteria

CFU/100 ml = colony forming units per 100 milli-litres

Results may be adversely affected if samples are submitted to the laboratory more than 24 to 30 hours after collection.

E. coli = Escherichia coli, FDA/BAM 8th ed, 1995 + Revision A, 1998
Bergey's Manual of Systematic Bacteriology vol 1, AOAC 1984; J.Clin.Micro.,
J.Intern.Systm.Bact.

Comments:

For Interpretation of Results:

Total or Fecal Coliforms present greater than 0 CFU/100mL (0 CFU/mL):

IF Coliform numbers exceed safe limits for drinking water-
water is not suitable for drinking without treatment.

Total Non-coliform bacteria (=Lactose Fermentors) equal to or greater than
200 CFU/100mL (2.0 CFU/mL):

IF the number of organisms present exceed recommended guidelines for
drinking water; treatment is strongly recommended.

- see following page for chemistry results -

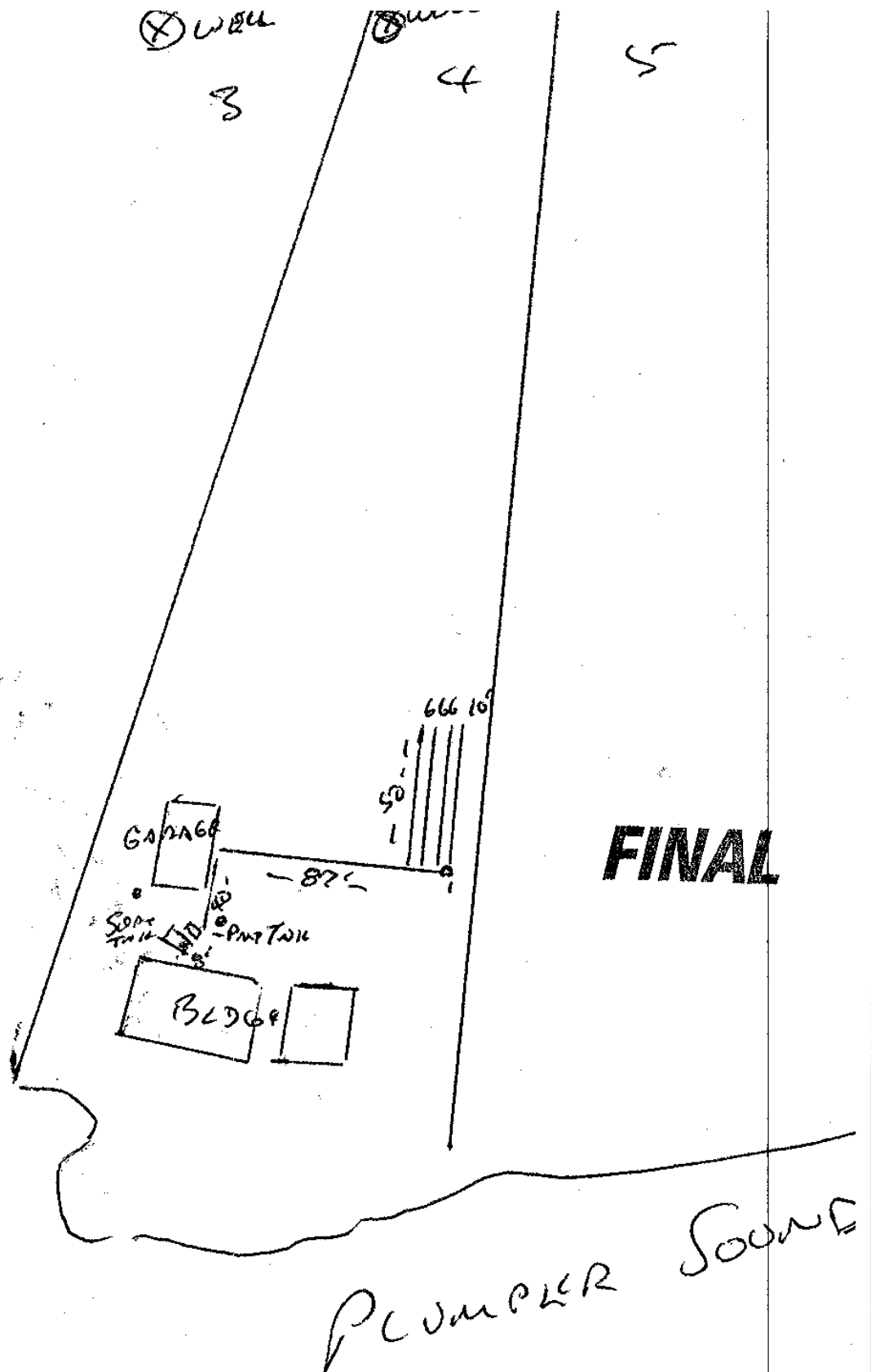
W. Riggs
Sr. Microbiologist



ANALYTICAL & TESTING SERVICES P.O. BOX 2103, SIDNEY, B.C. V8L 3S6

TEL: (250) 656-1334 EMAIL: info@mblabs.com

As Buzzkrocker NTR
 Lot 4, Plan W/S 3488, Section 5,
 106 Township 12D, Tarrant Co., T.C.



DAVID MILNER
dba
CERTIFIED SEPTIC INSPECTION
112 BEAVER POINT ROAD
SALT SPRING ISLAND, B.C.
V8K 1Y9
OFFICE # 250-653-4636
CELL # 250-538-7477

SEPTEMBER 20, 2020
OUR FILE #SATURNATRUEWORTHYROAD106

Mr Alan Gieschen
2717-184 Street
Surrey, BC.
V3Z 9V2
Phone# 778-554-6217
Email: Alan@royalprinters.com

**RE: Performance Inspection of the Onsite Sewerage System at
106 Trueworthy Road, Saturna Island, BC.**

Dear Mr Alan

I attended on September 19, 2020 to carry out an inspection of the onsite sewerage system serving this home noted above.

A performance inspection was carried out to determine the size, condition and overall performance of the system.

During the **performance inspection** the following items were noted:

Tank Location

- Location of the septic tank is between the water storage tank lids and the house. The exposed lids are water storage tanks.
- The septic tank is approximately 26 inches below the surface.

Operating System

- The septic tank is a 900-gallon plastic tank, as indicated on the septic permit drawing.
- The pump chamber may be located beside the septic tank as indicated on the septic permit drawing at the same depth.
- The home, cottage and suite in the garage share the same system. This system was designed to only service a 3-bedroom home. Try to keep water usage to a minimum if all are used.
- The pipe camera was sent down a cleanout in the crawl space area of the home to locate the septic tank. The septic tank inlet lid is located under the tree. The irrigation system may also be in the way of excavating access to the septic tank.
- Sewage was found backing up from the septic tank to the home. This is an indication that there is an effluent filter located in the outlet "T" of the septic tank that is plugged and needs cleaning.
- Both the septic tank and pump chamber could not be accessed due to there depth and the tree planted on or near the septic tank lid.
- The plastic distribution box was located and the lid is at ground level. The absorption field is located beside the garden area.
- The pipe camera was sent down the 4 distribution lines that lead to infiltrator chambers. They are clear and working properly.

Recommendations

- The septic tank needs to be pumped out now, and then again, every 3-5 years or as needed, (when the top scum layer reaches 8 inches thick).
- Both septic tank lids and the pump chamber lid need to be exposed and risers to the surface need to be installed.
- The effluent filter needs to be cleaned if there is one installed, as indicated on the septic system permit.
- The pump chamber needs to be cleaned out and the pump tested.

Please see attached photographs regarding the system.

Disclaimer

This report represents my professional opinion as a certified residential septic inspector.

This inspection report is furnished as an aid in determining the physical condition of the inspected septic system.

This inspection report does not guarantee or warranty future performance.

The inspection report excludes and does not intend to cover components that are inaccessible (by reasonable hand digging) or are otherwise not observable.

I certify that this report is current and accurate as of the date of inspection.

Thank you for the opportunity to help you with this matter. If at any time you have a question, please don't hesitate to call me.

David M. Milner
Onsite Wastewater Practitioner
Private Inspector of Residential Systems
ASTTBC Member Number OW0495

APPLICATION FOR SEWAGE DISPOSAL SYSTEM PERMIT

COMPLETE TOP SECTION ONLY

☒ NEW CONSTRUCTION

☐ ALTERATION

☐ REPAIR

LOT/PARCEL INFORMATION	LEGAL DESCRIPTION OF PROPOSED DISPOSAL SYSTEM LOCATION			
	PLAN <u>VLS3488</u>	LOT <u>4A</u>	SECTION <u>8</u>	DISTRICT <u>Cow.</u> BLOCK
STREET ADDRESS/GENERAL LOCATION <u>106 Trowerway Dr., Barrow, B.C.</u>				
OWNER <input checked="" type="checkbox"/> WISHES TO RECEIVE CORRESPONDENCE	NAME [REDACTED]		TELEPHONE [REDACTED]	
	MAILING ADDRESS [REDACTED]		CITY <u>W. Van, B.C.</u> POSTAL CODE [REDACTED]	
APPLICANT <input checked="" type="checkbox"/> WISHES TO RECEIVE CORRESPONDENCE	NAME <u>SATONA PARAGO & COMPANY INC.</u>		TELEPHONE <u>250-539-5423</u>	
	MAILING ADDRESS <u>P.O. Box 130, Barrow, B.C.</u>		POSTAL CODE <u>V0N 2A0</u>	
PREMISES INFORMATION	SEWAGE DISPOSAL SYSTEM WILL SERVE: <input checked="" type="checkbox"/> SINGLE FAMILY DWELLING <input type="checkbox"/> DUPLEX <input type="checkbox"/> OTHER SPECIFY _____			NUMBER OF BEDROOMS <u>3</u>
	ESTIMATED DAILY SEWAGE FLOW <u>200 L.G.</u>			GARBURATOR <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
SYSTEM INFORMATION	APPROVED SEPTIC TANK	APPROVED PACKAGE TREATMENT PLANT	SAND MOUND INFILTRATION BED AREA	METHOD OF EFFLUENT DISTRIBUTION
	MANUFACTURER <u>Premier</u>	MAKE		<input checked="" type="checkbox"/> GRAVITY
	MATERIAL <u>PVC</u>	MODEL	PIPE DIAMETER <u>3</u>	<input checked="" type="checkbox"/> PRESSURE
	LIQUID VOLUME OF SEPTIC TANK <u>900 L.G.</u>	TREATMENT CAPACITY	TOTAL LENGTH OF PIPE/CHAMBER <u>200'</u>	<input type="checkbox"/> SERIAL <input type="checkbox"/> OTHER
SITE INFORMATION COMPLETED SITE INVESTIGATION REPORT REQUIRED	AREA OF LOT: <u>1.6 A.</u>		SOURCE OF DOMESTIC WATER: <u>OWN WELL</u>	
	DISTANCES OF PROPOSED DISPOSAL FIELD TO SOURCES OF DOMESTIC WATER & BODIES OF NON-TIDAL WATER:			
	FROM OWN WELL: <u>400'</u>		FROM STREAM OR LAKE: <u>NA</u>	
	FROM NEIGHBOURS WELL: <u>450' & 650'</u>		FROM WATER LINES: <u>30'</u>	
ARE THERE ANY RESTRICTIVE COVENANTS AND/OR EASEMENTS WHICH WILL AFFECT THE LOCATION OF THE SYSTEM? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES. IF YES, EXPLAIN AND ATTACH DOCUMENTS				
SIGNATURE	THE INFORMATION ON THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE:			
	SIGNATURE: [REDACTED]		DATE: <u>Apr. 22/04</u>	

ATTACH A SITE PLAN TO THE COMPLETED APPLICATION PACKAGE (Application Form, Notice, Authorization and Site Investigation Report)

PERMIT NUMBER	PURSUANT TO THIS APPLICATION, THE ONSITE SEWAGE DISPOSAL GUIDELINES AND THE SEWAGE DISPOSAL REGULATION, PERMISSION IS HEREBY GRANTED TO CONSTRUCT, INSTALL, ALTER, OR REPAIR A SEWAGE DISPOSAL SYSTEM. THIS PERMIT MAY BE CANCELLED IF VARIATIONS ARE MADE TO THESE PLANS AND SPECIFICATIONS. CONSTRUCTION MUST NOT COMMENCE UNTIL THIS PERMIT HAS BEEN SIGNED BY THE MEDICAL HEALTH OFFICER OR ENVIRONMENTAL HEALTH OFFICER.		
PERMIT TO CONSTRUCT <input type="checkbox"/>	<p>ALTERNATE METHOD - SEPTIC TANK 15" OF PERC SOIL MATERIAL/C33 SAND OR EQUIVALENT REQUIRED TO COVER VERY SHALLOW TRENCH (24" WIDE X 2" DEEP). FILTER/SCREEN REQUIRED. INSTALLATION ONLY DURING DRY WEATHER & UNSATURATED SOIL CONDITIONS. INSTALL AN INTERCEPTOR DRAIN. FINAL SYSTEM PLAN REQUIRED.</p> <p style="text-align: right; font-size: 2em; font-weight: bold;">FINAL</p>		
CONDITIONS			
APPLICATION REJECTED <input type="checkbox"/>			
REASONS			
OFFICE USE ONLY	<p>PAID <input checked="" type="checkbox"/> E.H.O. [REDACTED] DATE: <u>April 30/04</u></p> <p>AMOUNT <u>250.-</u></p> <p># OF RECEIPT <u>1916</u></p> <p>DATE <u>Apr 30/04</u></p> <p>INITIAL <u>21</u></p> <p>NOTE: AUTHORIZATION TO USE A SEWAGE DISPOSAL SYSTEM MUST BE GRANTED IN WRITING BY THE AUTHORITY HAVING JURISDICTION BEFORE BACKFILLING. CHECK WITH YOUR LOCAL AUTHORITIES REGARDING BUILDING AND ZONING BYLAWS.</p> <p>BACKFILLING AND USE AUTHORIZED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>COMMENTS</p> <p>SIGNATURE [REDACTED] DATE: <u>June 1/05</u></p>		



HEALTH PROTECTION & ENVIRONMENTAL SERVICES
**DECLARATION/REQUEST
FOR FINAL INSPECTION OF
SEWAGE DISPOSAL SYSTEM**

**THE SEWAGE DISPOSAL SYSTEM
AT ADDRESS:**

106 TRUWORTHY ROAD

LEGAL DESCRIPTION:

Plan 3488 Lot 4 Section 5 District

is ready for final inspection.

The installation has been completed in accordance with the Sewage Disposal Regulations of British Columbia, Capital Health Region Guidelines and conditions specified on the permit.

WAIVER OF INDEMNITY:

The undersigned, applicant, developer, contractor, or owner, assumes all risks or hazards incidental to health inspection services and agrees to release, dissolve, save harmless and keep indemnified the Capital Health Region and its officials, agents, servants and representatives, from and against all claims, actions, costs, expenses and demands in respect to death, injury, loss or damage to the person or property of the applicant, developer, contractor or owner, howsoever caused, arising out of or in conjunction with the health inspection services, notwithstanding that the same may have been contributed to, caused or occasioned by the negligence of the Capital Health Region, its officers, employees, officials, agents, servants and representatives. It is understood that no warranty is implied for health inspection services of the Capital Health Region and that this agreement is to be binding on my self, my heirs, executors and assigns.

DATE

May 28/05

SIGNATURE (OWNER/APPLICANT/INSTALLER)

[Signature]

SATURNA CARABO CONTRACTING LTD.
CONTRACTOR/INSTALLER

P.O. Box 130, SATURNA IS., B.C.
PRESENT ADDRESS

250-539-5423
TELEPHONE NUMBER

**A FINAL INSPECTION WILL NOT BE CARRIED OUT UNTIL THIS
DECLARATION IS COMPLETED AND SUBMITTED.**

DECLARATION-REQUEST FOR FINAL INSPECTION OF SEWAGE DISPOSAL SYSTEM - K16H0 FORM - NOVEMBER 1998



HEALTH PROTECTION & ENVIRONMENTAL SERVICES

SITE INVESTIGATION REPORT

LOT/PARCEL INFORMATION	LEGAL DESCRIPTION OF PROPERTY		
	PLAN <u>1/28 3488</u>	LOT <u>4</u>	SECTION <u>5</u> DISTRICT <u>Cow. BLK.</u>
OWNER INFORMATION	STREET ADDRESS OF PROPERTY <u>106 Truworthy Road, Saturna Is., B.C.</u>		
	NAME <u>[Redacted]</u>	TELEPHONE NUMBER <u>[Redacted]</u>	
SITE INFORMATION	MAILING ADDRESS <u>[Redacted]</u>		
	NUMBER AND STREET <u>[Redacted]</u> CITY <u>[Redacted]</u>		
	AREA OF LOT <u>1.6 A.</u>	SOURCE OF DOMESTIC WATER: <u>Cown Well</u>	
	DEPTH OF SOIL TO: (INCHES) HARD PAN <u>2 20"</u>	DISTANCES OF PROPOSED DISPOSAL FIELD TO SOURCES OF DOMESTIC WATER: FROM OWN WELL <u>400</u> FEET FROM NEIGHBORS WELL <u>650</u> FEET FROM STREAM <u></u>	

The information provided is for the sole use of the recipient. No guarantee as to the accuracy of the information is implied or accepted by VHA and the recipient is advised to confirm all information.



BUILDING PERMIT INFORMATION REPORT

TO: Gulfport Realty

DATE: September 25, 2023

PAGES: 1

SUBJECT: 106 TRUEWORTHY RD PID: 019-029-543
LOT 4 SECTION 5 COWICHAN PLAN VIS3488 PORTION SATURNA ISLAND,
BARELAND STRATA TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA
LOT AS SHOWN ON FORM 1 OR V, AS APPROPRIATE.

Thank you for your request for building permit information and for providing owner's authorization.
The following outlines the permit information on this property:

Permit	Issued	Use	Status
ST04-227	Jul 12, 2004	Single family dwelling	Completed-occupancy issued
ST04-228	Jul 12, 2004	Access Building/garage	Completed

This is not a comprehensive report. The foregoing information is given for your convenience only and it should be clearly understood that you must satisfy yourself as to whether the premises and the existing or proposed use thereof is or would be in conformity with all applicable bylaws and regulations of the Capital Regional District.

If there are active building permits on a property at the time of sale or transfer of the property, the building permit shall expire and the rights of the owner under the permit shall terminate and renewal will apply in accordance with the *CRD Building Bylaw 3741*, Section 2.5.2 and Section 2.5.10.

- Information regarding the sewage disposal system can be obtained from Island Health (250-519-3401).
- Information regarding land use and zoning can be obtained from the Juan de Fuca Planning Department (250-642-1500) for residents in the Juan de Fuca Electoral area, Islands Trust (250-405-5151) for residents on the Southern Gulf Islands and Salt Spring Island Islands Trust (250-537-9144) for residents on Salt Spring Island.



BUILDING INSPECTION

106 Trueworthy Road
Saturna Island, B.C.

Prepared for: Alan Gieschen, September 16, 2020.

We found the above noted residence to be well designed, exceptionally well constructed and very well maintained. A full examination of the exterior and interior of the building was carried out and it was found that the following deficiencies, along with standard maintenance items indicated in the accompanying main body of the report, were present during the course of the examination:

- 1.) There is some minor decay at the corners of the rear deck surface and the front that will require repair. In addition, it was found that while examining the roof that there is some deterioration at the very ends of the fascia boards where the gutters mount. This has been exposed because of missing flashing and it is recommended that additional flashing be installed at all ends of the fascia to prevent further degradation.
- 2.) There are some tree branches in contact with the right side of the roof which should be trimmed back and there is an accumulation of algae over some of the roof which should be removed. The best way of cleaning the roof surface is by the application of a detergent solution and under no circumstances should the roof be powerwashed as this will cause damage and possibly allow water to penetrate the interior.
- 3.) During the course of the examination it was found that there was evidence of continued rodent presence in all sections of the crawl spaces. The area under the

guest cottage in particular had been frequented by mice and it would appear rabbits or squirrels as the door was not closing securely and this will require adjustment. It is recommended that a professional pest control service be contacted to carry out a further examination and treat the areas as required.

4.) In such rural areas it is not unusual to find wood boring activity, particularly during the spring and summer months. During the course of the inspection there was no suggestion of insect presence but it would be prudent to have the pest control service carry out a preventative chemical treatment to the perimeter of the buildings.

5.) The property has a very sophisticated and comprehensive water collection, retention and distribution system which is evident by the underground storage tanks, service pumps and filtration system. The operation of the system lies beyond the means of the examination and information from the vendors and expertise of the requisite professionals familiar with the installation should be relied upon for a comprehensive understanding of the configuration and function of the system. It was noted that there was some water leakage from a storage tank at the garage rear and it is suggested that a full service of the system is necessary.

6.) During the interior inspection it was found that the smoke detectors were missing in most of the rooms. It is imperative that new smoke detectors be installed and all new detectors should be purchased from a variety of manufactures to avoid any possible production defects from compromising the system. As there is a gas stove in the kitchen carbon monoxide detectors should be placed at all levels of the building.

7.) There is a pressurized water fire suppression system in place in the building with sprinkler heads in all the ceiling of the rooms and in the closets and crawl space. The protection of this system and only be assured by regular professional servicing and a full service history of the system should be obtained. If there is any question as to its history a full examination should be carried out by a fire equipment service.

8.) The heat pump located at the lower right exterior under the deck was operating satisfactorily at the time of inspection without any indication of malfunction or leakage from the unit. Such components require regular annual servicing to maintain them in their top condition and the service contract and history should be obtained.

9.) There is a propane powered generator next to the heat pump and this system should as well be examined for its correct function and serviced on a regular basis.

10.) In addition to a visual inspection all interior walls were examined by an electronic moisture metre and digital electronic thermometer specifically calibrated for the building. In all cases the readings were consistently normal at 10-12% without any indications of water leakage and the structure did not show any indication of damage or repair.

11.) The condition of the well and septic systems are beyond the limits of the inspection and to ensure their safe and efficient operation both systems should be fully examined and serviced by the appropriate services.

The within report is prepared by Fairfield Building Inspections Ltd. which is solely liable for its contents. Fairfield shall not be liable for and latent defects in the property or any water, insect, or other damage that was not apparent at the time of inspection.

Fairfield Building Inspections Ltd.

Per

17/09/20.

ASTT PI 0336

CPA 47693

INVOICE

September 17, 2020.

Alan Gieschen
2717 184 th Avenue
Surrey, B.C.
V3Z 9V2

Building Inspection.....106 Trueworthy Road, Saturna Island,
B.C.

September 16, 2020.....
1000.00

GST.....
50.00

Total.....
\$1050.00

Fairfield Building Inspections Ltd.

Per:

GST #8611849 27 RT

DAVID M. MILNER
dba
CERTIFIED SEPTIC INSPECTION
112 BEAVER POINT ROAD
SALT SPRING ISLAND, B.C.
V8K 1Y9
OFFICE 250-653-4636
CELL # 250-538-7477
GST/HST #863062097

SEPTEMBER 20, 2020
OUR FILE #SATURNATRUETHYROAD106

Mr Alan Gieschen
2717-184 Street
Surrey, BC.
V3Z 9V2
Phone# 778-554-6217
Email: Alan@royalprinters.com

INVOICE # 317953

SEPTIC INSPECTION PERFORMED ON SEPTEMBER 19 2020 FOR:
106 TRUETHY ROAD,
SATURNA ISLAND, BC.....\$900.00
GST 5%.....\$45.00
BALANCE DUE.....\$945.00

PAYABLE BY CHEQUE OR E-TRANSFER
PLEASE MAKE CHEQUE PAYABLE TO: DAVE MILNER
FOR E-TRANSFER PLEASE USE EMAIL:
milnersaltspring@telus.net

THANK YOU

TERMS: PAYMENT DUE WITHIN 30 DAYS OF INSPECTION DATE.
An administration fee is charged on overdue invoices at 6% per month.
Calculated and compounded monthly.

BUILDING INSPECTION

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Saturna Island, B.C.

Prepared for: Alan Gieschen, September 16, 2020.

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The within report is prepared by Fairfield Building Inspections Ltd. which is solely liable for it's contents. Fairfield shall not be liable for and latent defects in the property or any water, insect, or other damage that was not apparent at the time of inspection.

Fairfield Building Inspections Ltd.

Per

17/09/20.

ASTT PI 0336

CPA 47693

SCHEDULE K

RESOLUTION 3 - 2008

Be it resolved that the Dock Rules as presented by Council to the Owners, Saturna Beach Strata Corporation Plan VIS 3488, be ratified in the form attached.

SATURNA BEACH STRATA CORPORATION DOCK RULES

1. THIS IS A PRIVATE DOCK, NO PUBLIC ACCESS IS PERMITTED. PRIVATE MEANS ONLY OWNERS AND THEIR GUESTS. NO SEAPLANES, TOUR BOATS OR ANY COMMERCIAL ACTIVITY IS ALLOWED.
2. USE AT YOUR OWN RISK. PERSONS USING THIS FACILITY ASSUME RESPONSIBILITY FOR ANY ACTIONS, CLAIMS, DEMANDS, LIABILITIES, LOSS, DAMAGE, INJURY OR EXPENSE OF ANY KIND ARISING FROM ANY CAUSE INCLUDING NEGLIGENCE BY THE STRATA CORPORATION.
3. THE INTENT OF THE DOCK RULES IS TO ENCOURAGE NEIGHBOURLY AND COURTEOUS SHARING OF A DOCK WITH VERY LIMITED SPACE. PLEASE RESPECT OTHER OWNERS' NEEDS.
4. OWNERS AND GUESTS OF OWNERS MAY USE THE DOCK HOWEVER OWNERS SHOULD ALWAYS HAVE PRIORITY OVER GUESTS FOR MOORAGE SPACE.
5. GUESTS SHOULD BE ENCOURAGED TO ANCHOR OFF AND DINGHY IN TO THE DOCK.
6. OWNERS WHO ARE PLANNING A SPECIAL EVENT (WEDDING, FAMILY REUNION ETC.) THAT MAY REQUIRE MANY GUESTS TO USE THE DOCK SHOULD MAKE THEIR NEEDS KNOWN TO OTHER OWNERS.
7. OVERNIGHT MOORAGE IS NOT PROHIBITED, HOWEVER, MARINE CONDITIONS MAY RENDER THE FACILITY UNSUITABLE FOR OVERNIGHT MOORAGE.

8. LONG TERM MOORAGE CAN NOT BE ACCOMMODATED ON THIS DOCK. PLEASE RESTRICT YOUR MOORAGE TO NO MORE THAN 14 DAYS DURING PEAK PERIODS. DINGHIES ARE EXCLUDED FROM THIS PROVISION.
9. NOTHING MAY BE STORED ON THE DOCK. THIS INCLUDES DINGHIES, KAYAKS, COOLERS, BARBECUES, DECK CHAIRS, LINES, BOAT STEPS, ETC.
10. NOISE BYLAW 3378 (SOUTHERN GULF ISLANDS) AND BYLAW (4) (h) OF THE SATURNA BEACH STRATA CORPORATION ARE IN EFFECT.
11. NO DUMPING OR DISCHARGE OF ANY WASTE.

SCHEDULE L

RESOLUTION 4-2008 (3/4 vote resolution)

Be it resolved that the Strata Corporation bylaws in the form attached, presented by Council to the Owners, Saturna Beach Strata Corporeation Plan VIS3488 be approved.

- (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) A resident or visitor must not cause damage, other than reasonable wear and tear, to the common property or common assets.
- (3) A resident or visitor must not use, or permit the use of a strata lot, the common property or common asset or any part thereof as a bed and breakfast (or other overnight lodging operation) or for any other occupation other than what is permitted by the "Saturna Island Land Use Bylaw No. 78, 2002" regarding Home Occupations. Any Home Occupation as described in said bylaw may only be a sole practitioner and may not have employees on site.
- (4) A resident or visitor must not:
- (a) have open fires on any strata lot, common property or common asset, except in compliance with all applicable governmental and Saturna Island Fire Department regulations, and to take every reasonable precaution to prevent the spread of fire and to extinguish all fires regardless of cause or orientation;
 - (b) except on strata lot 32, as part of normal farm operations, store waste materials, garbage or debris of any kind on any part of the strata lot within sight of any adjoining strata lot, common property, public road, public beach or the ocean;
 - (c) remove any tree on the owner's strata lot that has a diameter of 0.3 meters or more (measured one(1) meter above the base) and is located within three (3) meters of the common boundary of the strata lot with an adjoining strata lot (measured from the centre of the tree trunk to the common boundary), unless the owner has received the prior approval of the owner of the adjoining strata lot or of the council or unless such removal is clearly necessary for the safety of persons or property;
 - (d) remove or limb any trees located on the common property, which trees may only be removed or limbed by the strata corporation;
 - (e) use firearms (except in self defence) air guns or explosives on any strata lot, common property or common asset, in compliance with all applicable governmental licensing requirements;
 - (f) hunt on any strata lot, common property or common asset;
 - (g) operate a motorcycle, trail bike, dune buggy or off road vehicle on any strata lot, common property or common asset, other than for the use of farm vehicles on strata lot 32, and on roads and driveways established for vehicle use and then only for the purposes of transportation;
 - (h) contravene Bylaw 3378, "Noise Suppression Bylaw (Southern Gulf Islands) No.1,2006". except that in the event of an emergency generators may be used at any time;
 - (i) use any part of a strata lot as an airstrip or a helicopter landing pad, nor shall any owner permit an airplane or helicopter to land on such owner's strata lot or any common property or common asset;
 - (j) leave on a strata lot waste, rubbish or slash in a condition in which it is, or may become a fire hazard and if such material is left in such a condition the strata corporation may remove it and charge the cost of such removal to the owner of the strata lot;
 - (k) bring onto or store on a strata lot or the common property any material or substance which will increase the risk of fire or the rate of fire insurance held by

the owner or any other insurance policy held by any other owner or the strata corporation or which will invalidate any such insurance policy;

- (l) place any signs, billboards, notices or advertising matter of any kind whatsoever on, or visible from, the exterior of a strata lot or on common property or a common asset except in places permitted by the strata corporation;
- (m) leave on the common property or any common asset, any vehicles, equipment, garbage or any other item, except with the prior written permission of council;
- (n) No fence shall be constructed around all or along the perimeter or boundary of any strata lot unless the location, design and character of such fencing is first approved by the strata council. No barbed wire fences are permitted. Only aesthetically pleasing and functional fences for the purpose of keeping domestic pets in, or keeping wild animals away from gardens will be allowed. Fences must be set back at least five (5) meters from the road allowance of Trueworthy Road and not serve the purpose of isolating an entire lot from neighbouring lots;
- (o) The owner of strata lot 32 may construct such fences as are reasonably required for normal farm operations and shall ensure that areas used by livestock are suitably fenced;
- (p) do anything to contravene any statute, regulation, bylaw, rule or policy of any Federal, Provincial, Municipal or administrative body having jurisdiction in respect of the use and enjoyment of a strata lot.

No fence -
over bluff

- (5) Except on strata lot 32, an owner must not keep any animal or bird other than a reasonable number of household pets or horses on or about the owner's strata lot or the common property. Without limiting the generality of the foregoing, farm animals may not be kept on any strata lot. Each owner shall take all reasonable steps to prevent any animal kept by it from being a nuisance or annoyance to any other owner.
- (6) A resident or visitor must ensure that any animal, bird, or reptile that belongs to such person (a "pet") is leashed, or otherwise under control, and have collar identification when on the common property or a common asset.
- (7) A resident or visitor must not permit their pet to interfere with any other person, pet or object, or permit their pet to disturb any other resident with uncontrolled noise. A residential visitor must also ensure that all pets are kept quiet, controlled, and clean. Any excrement on common property or a common asset must be immediately disposed of by the pet owner. A resident must assume all responsibility for all actions by a pet, regardless of whether the resident had knowledge, notice or forewarning of the likelihood of such action.
- (8) A resident whose visitor brings an animal onto the common property shall ensure that the visitor complies with these bylaws as they relate to animals and shall perform all of the obligations with respect to that animal as are set out in these bylaws.
- (9) No resident shall permit boats or other water craft, boat trailers, vehicles including recreational or commercial vehicles, trucks, trailers, machinery or equipment to remain on a strata lot in such a position as to be visible from any other strata lot or common property but shall screen such boats, trailers, etc. in a garage, carport or accessory outbuilding constructed in accordance with these bylaws or in a form acceptable to the council.
- (10) An owner is responsible for the conduct of all occupants, tenants or visitors to the owner's strata lot and for any damage caused by such occupants, tenants or visitors to any strata lot, common property or common asset.

8. Inform strata corporation;

- (1) Within two (2) weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number, mailing address, phone number and email address outside the strata plan, if any. Any changes to the above contact information must be made within two (2) weeks of such change.
- (2) On or before the date a tenant takes occupancy of a strata lot, the owner must inform the strata corporation of the tenant's name, strata lot number, and the tenant's and owner's mailing address. The owner is responsible for ensuring that the tenant is conversant with and complies with the bylaws and rules of the strata corporation.
- (3) An owner who appoints an agent to manage a strata lot must advise the strata corporation upon such appointment of the name, mailing address and telephone number of the agent. The owner is responsible for ensuring that the agent is conversant with and complies with the bylaws and rules of the strata corporation.

9. Obtain approval before constructing an improvement or altering a strata lot or limited common property.

Purpose: The purpose of Siting, Construction and Use bylaws 9 (1) to (13), is to enhance the farm and rural residential character of the strata plan, to encourage a high standard of development and to protect the natural environment within the strata plan.

- (1) Before commencing construction or installation of any improvement, structure or building (an "Improvement") on a strata lot or limited common property or any alteration or addition to an Improvement, a resident must follow and comply with the application process for council approval, and any conditions attached to such approval.
- (2) Prior to applying for a building permit or commencing construction of any Improvement (other than a temporary building referred to in section 9(13) below), an owner must submit to the council detailed plans and specification of the proposed work, showing (as applicable):
 - (a) siting of any proposed building(s);
 - (b) footprint and elevations of any proposed building(s);
 - (c) decks;
 - (d) proposed exterior finishes including roof;
 - (e) driveway access;
 - (f) location of any existing or proposed water well, septic tanks and septic field on the owner's strata lot, together with the distance of any existing or proposed water well in relation to existing septic fields on adjoining strata lots and the owner's proposed septic field locations;
 - (g) location of any water well on any other strata lot which will provide water to the owner's strata lot, together with a copy of the easement relating to such well; and
 - (h) such other information as the council may reasonably request.
- (3) Except on strata lot 32, the only permitted dwellings on a strata lot are one (1) private single family dwelling house of not more than two (2) stories and accessory non-residential outbuilding(s), not exceeding the area permitted under the applicable Saturna Island zoning bylaws.
- (4) The council may refuse approval of all or any part of the proposed Improvement if the council believes said Improvement would be unsuited to the rural character of the strata plan or would materially or adversely affect the use or enjoyment by other owners of their strata lots or the common property.

- (1) An owner must repair and maintain the following no matter how often the repair or maintenance is ordinarily needed:
 - (a) any improvement, structure or building or landscaped area situate on the owner's strata lot including, without limitation, a residence or dwelling and outbuildings, sheds, garages, fences, railings and similar structures that enclose the strata lot and hydro or telephone poles and lines; and
 - (b) any limited common property which has been designated for the use of such owner; so as to keep them at all times in a state of good and serviceable repair, this includes replacement when reasonably necessary, in order to prevent them becoming unsightly or a fire hazard by reason of lack of regular or reasonable maintenance or the accumulation of rubbish or debris, except for reasonable wear and tear and except for damage by fire, storm, tempest, and other events outside the control of the owner.
- (2) No improvement which has been partially or totally destroyed by fire, earthquake or otherwise shall be allowed to remain in such state for more than six (6) months from the time of such destruction unless the strata council on application shall extend such period.
- (3) The responsibilities with respect to each owner's strata lot and its limited common property described in bylaw 4(1) shall be carried out solely at the owner's expense, and neither the strata corporation nor any owner of another strata lot shall have any obligation to carry out such responsibilities or to make any contribution toward the expense of doing so, except as otherwise provided in these bylaws.
- (4) The strata corporation shall have no duty of care to ensure that the limited common property of an owner is reasonably safe for the intended and proper use of such limited common property.

5. Required Work

- (1) Each owner shall promptly carry out all work that may be ordered by any competent public or local authority or by the strata council or strata corporation pursuant to these bylaws.

6. Cost of compliance

- (1) Following notice to a strata lot owner of failure to comply with these bylaws and any rules and regulations adopted from time to time by the strata council and provided such failure is not remedied within thirty (30) days or such other period of time established by the strata council, following such notice, the strata corporation may enter an owner's lot and perform all such acts to bring the strata lot into compliance with the bylaws, rules and regulations. The cost of bringing the owner's strata lot into compliance shall be recovered from such owner as part of such owner's assessment.

7. Use of property:

- (1) A resident or visitor must not use a strata lot, the common property or a common asset in a way that:
 - (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - (d) is illegal, or

- (5) The construction of any Improvement on a strata lot shall be conducted in a proper and workmanlike manner and prosecuted diligently and continuously at all times from commencement of construction until such buildings and structures have been fully completed and painted, and in any event the exterior of a dwelling house and accessory outbuilding shall be finished eighteen (18) months after the construction began, failing which the strata corporation, at the owner's expense, may complete the construction or remove the house or outbuilding.
- (6) No building material, building waste, crates, packing cases, contractor's sheds or equipment shall be placed or left on any strata lot other than during such time as construction work on such strata lot is in progress and all mud, rubbish and material spilt outside the strata lot shall be immediately cleaned up by the resident or its agent. In the event that such waste, or any other waste prohibited by these bylaws, is not removed by the resident, the council may at its option remove such materials at the owner's sole cost.
- (7) All construction of dwellings must be in accordance with the specifications and requirements of the British Columbia Building Code, as amended from time to time, and regulations pursuant thereto.
- (8) Unless otherwise specifically approved by the council, all exterior finishes including roof, siding, windows and railings must be in colours so as to blend in with the landscape
- (9) Where applicable, all Improvements must be set back from the strata lot lines, any road fronting the strata lot, each watercourse and tops of banks in accordance with the requirements of the governmental authorities.
- (10) All remodelling, reconstruction or alteration to an Improvement visible from the exterior of the Improvement shall require approval of the council in the same manner as construction of an Improvement.
- (11) No resident shall construct any Improvement except in strict accordance with the plans and specifications that have been approved in writing by the council. No person may build only a part of the Improvements so approved except with the written consent of the council.
- (12) The location of sanitary facilities on any lot is subject to the prior written approval of the council in order that the council may control the location of sanitary facilities to ensure the supply of drinking water for the benefit of all owners. No individual sewage disposal system shall be permitted on any strata lot unless the system is designed, located and constructed with the requirements of all applicable governmental regulations.
- (13) An owner may construct a temporary building for the purposes of storing tools or for use by a contractor during the course of the construction of a dwelling house, provided it is removed upon completion of construction of the dwelling house.

10. Permit entry to strata lot

- (1) A resident or visitor must allow a person authorized by the strata corporation to enter the strata lot, in an emergency, without notice, to ensure safety or prevent significant loss or damage.

11. Water and Wells

- (1) An owner must not interfere with or damage any natural water courses, drains, wells or water systems. Owners are encouraged to use all reasonable efforts to conserve water. No owner shall drill a well on a strata lot or common property without prior written approval of the strata council.
- (2) Subject to the following conditions an owner (the "Lot Owner") shall permit another owner (the "User") to enter into the Lot Owner's strata lot to drill, maintain and use a well and any

ancillary systems for transporting water for domestic use on the User's strata lot. Such permission shall only be effective in the following circumstances:

- i. The strata council shall have given prior written consent to the User setting out any conditions upon which the consent is given;
- ii. The Lot Owner's source of water shall not, by the User's taking of water from under the Lot Owner's strata lot, reduce the Lot Owner's supply of water below the minimum supply required by applicable laws; and
- iii. The Lot Owner's use and enjoyment of his strata lot shall not be materially and permanently diminished by the User's well and ancillary systems.

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- (3) For those strata lots which share a water well, the construction plans for distribution and possible treatment will require approval from the Capital Regional District's Public Health Engineer. These plans must satisfy the Safe Drinking Water Regulation, B.C. Regulation 230/92, under the Health Act. For the purposes of the Safe Drinking Water Regulation the strata corporation shall be deemed to be the water purveyor.

Division 2- Powers and Duties of a Strata Corporation

12. Repair and maintenance of property by Strata Corporation

- (1) The strata corporation must repair and maintain all of the following;
 - (a) common assets of the strata corporation;
 - (b) common property that has not been designated as limited common property;
 - (c) any part or parts of a strata lot which comprise a roadway which is capable of being, and intended to be, used by more than one strata lot whether or not an easement in favour of other strata lots is registered against title.
- (2) The strata corporation is responsible for obtaining and maintaining property insurance in respect of all of the property described in bylaw 12(1) on the basis of full replacement value against fire and other major perils as set out in the regulations under the Act. The owner of the strata lot upon which any of the property described in bylaws 12(c) is located shall be shown on each such insurance policy as an additional named insured. The cost of such insurance shall form part of the common expenses of the strata corporation.
- (3) The strata corporation shall obtain and maintain appropriate liability insurance to ensure the strata corporation, the residents and their visitors from time to time against liability for property damage and bodily injury occurring on the common property, including the limited common property and any common assets.

Division 3-Council

13. Council size

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- (1) The council must have at least five (5) and not more than seven (7) members.
 - (2) In order to stand for council, an owner must be in good standing with his/her Strata fees.

14. Council members' terms
 - (1) The term of office of a council member ends at the end of the annual general meeting at which time the new council is elected.
 - (2) Beginning with the election of council at the 2008 Annual General Meeting, and provided these bylaws have been approved by the owners, a minimum of three (3) council members shall be elected for a two (2) year term, to facilitate continuity.
 - (3) A person whose term as council member is ending is eligible for re-election.
 - (4) Pursuant to section 34(b) of the Act, a member of council is entitled to compensation for the member's exercise of council powers and performance of council duties in an amount which may be determined from time to time by the strata corporation and approved by the owners as part of the annual budget.
15. Removing council member
 - (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
 - (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.
 - (3) No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under the Act.
 - (4) Unless the council consists of all owners, if a strata lot is owned by more than one person, only one owner of the strata lot may be a member of the council at any one time.
16. Replacing council member
 - (1) If a council member resigns or is unwilling or unable to act for a period of two (2) or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
 - (2) A replacement council member may be appointed from any person eligible to sit on the council.
 - (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
 - (4) If all the members of the council resign or are unwilling or unable to act for a period of two (2) or more months, persons holding at least twenty-five (25%) of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.
17. Officers
 - (1) At the first meeting of the council held after each annual general meeting of the strata corporation the council must elect, from among its members, a president, vice-president, a secretary, a treasurer and an ombudsman.
 - (2) A person may hold more than one office at a time, as long as it is not both 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 (2) or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

18. Calling council meetings

- (1) Any council member may call a council meeting by giving the other council members at least one (1) week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (3) A council meeting may be held on less than one (1) week's notice if:
 - (a) all council members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation, and all council members either
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.
- (4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

19. 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 (1) 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 (1) week of the hearing.

* Definition for section 19, of Standard Bylaws, 19.1 For the purposes of section 19 of the Standard Bylaws, "hearing" means an opportunity to be heard in person at a council meeting.

20. Quorum of council

- (1) A quorum of the council is a majority of its members.
- (2) Council members must be present in person at the council meeting to be counted in establishing a quorum.

21. Council meetings

- (1) At the option of the council, council meetings may be held by conference telephone call or other electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.

- (3) No person other than a member of council shall be entitled to attend a meeting of the council unless authorized by a resolution of the council. In the course of a meeting of the council, any person or persons (other than members of the council) may be excluded from such meeting by a resolution of the council.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
 - (a) bylaw contravention hearings under section 135 of the Act;
 - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

22. 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 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.

23. Council to inform owners of minutes

The council will send owners copies of the minutes of all council meetings, within two (2) weeks of the council meeting, by electronic means or by post if no email address exists.

24. 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 (other than to an arbitrator under bylaw 31) to determine, based on the facts of a particular case,
 - (a) whether a person has contravened a bylaw or rule,
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility.

25. 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) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

26. Limitations on liability of council member

- (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgement against the strata corporation.

Division 4 – Annual and Special General Meetings

27. 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 persons who are present at the meeting.

28. 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 resolution passed by a majority vote at the meeting.

29. Voting

- (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or if the president is absent or unable or unwilling to vote, the vice-president, may break the tie by casting a second, deciding vote.

- (6) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (7) An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring an unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.
- (8) Unless otherwise provided by the Act, if two or more persons share one vote with respect to a strata lot, only one of them may vote on any given matter. If the chair is advised before or during the vote that the two or more persons who share the one vote disagree on how their vote should be cast on a matter, the chair must not count their vote in respect of that matter.

30. Scheduling meetings and order of business

- (1) If a strata lot is owned by two (2) or more persons all of such owners must provide the strata corporation with a single mailing address which shall be the same for all owners, and each email address for each owner, outside the strata plan for receiving notices and other records or documents, and notice given by the strata corporation by mailing it to such address will be sufficient notice for the purposes of section 61 of the Act.
- (2) 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 the minutes from the last annual or special general meeting;
 - (g) deal with unfinished business;
 - (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
 - (i) ratify any new rules made by the strata corporation under section 125 of the Act;
 - (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
 - (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
 - (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
 - (m) elect a council, if the meeting is an annual general meeting;
 - (n) terminate the meeting.

Division 5- Voluntary Dispute Resolution

31. 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 consist of
 - (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 6 - Miscellaneous

32. Quorum for Adjourned Meeting

Notwithstanding section 48(3) of the Act, if within ½ hour from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; but in any other case, the meeting shall stand adjourned for a further ½ hour from the time appointed and, if within one hour from the time appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.

33. Small Claims Actions

- (1) Notwithstanding any provision of the Act, the strata corporation may proceed under the Small Claims Act (British Columbia) against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a ¾ vote.

34. Abandoned Items

- (1) A resident that leaves any item, anywhere on or in the common property or on any limited common property does so at his or her own risk, subject to any claim that may properly be made under any insurance policy maintained by the strata corporation by anyone that is an insured under that policy.

35. Acquisition or Disposition of Personal Property

- (1) The strata corporation may purchase, lease or otherwise acquire personal property for the use or benefit of the owners and may sell or otherwise dispose of such personal property for any amount approved in the annual budget for the strata corporation, but otherwise only if approved by a resolution passed by a ¾ vote at an annual or special general meeting if the personal property has a market value of more than \$1000.00.

36. Rental Restrictions

The owner of a strata lot may lease the owner's strata lot only in accordance with Islands Trust legislation and Saturna Island Land Use bylaws and zoning. In any case an owner may not lease the owner's strata lot for less than thirty (30) continuous calendar days. Any owner wishing to lease a strata lot will notify the council of the period of time in which the owner's strata lot is to be leased including the proposed commencement date and completion date of the lease. The

corporation is entitled to impose a fine up to \$500.00 for a contravention of this bylaw, and may impose such fine for a continuing contravention every seven (7) days.

37. Roadways and Parking

- (1) No resident will obstruct, or will permit any visitor to obstruct, the ordinary passage of vehicles on any roadway which forms part of the common property.
- (2) No resident will park any vehicle, or permit any visitor to park, any vehicle:
 - (a) so as to block entry to or egress from the common property;
 - (b) on the common property for a continuous period in excess of one (1) week without the prior written approval of the council; or on the common property in such a manner as to constitute storage of the vehicle.

38. Common Dock and Moorage Facilities

Residents may use any common dock and moorage facilities only in accordance with the rules established by the council for such usage.

39. Insurance

- (1) Owners are responsible for any damage to their own or to any other strata lots or to Improvements thereon caused by their deliberate act or negligence.
- (2) A resident or visitor must not do, or omit to do, whether deliberately or negligently, any act which would result in costs being incurred by the strata corporation due to a claim being made on an insurance policy of the strata corporation including the cost of a deductible under such policy.
- (3) An owner shall indemnify and save harmless the strata corporation from the expenses of any maintenance, repair or replacement rendered necessary to the common property, the common assets or any strata lot by the owner's act, omission, negligence or carelessness or by that of any member of the owner's family or the owner's guests, employees, agents or tenants, but only to the extent that such expense is not reimbursed from the proceeds of any insurance policy. In such circumstances and for the purposes of this bylaw, any insurance deductible paid or payable by the strata corporation shall be considered an expense not covered by the proceeds received by the strata corporation as insurance coverage and shall be charged to the owner as permitted by section 133 of the Act(i.e. being the reasonable cost of the strata corporation remedying the contravention of bylaw 39 (2) and shall be added to and become a part of the assessment of that owner for the month next following the date on which such expense was incurred, and shall become due and payable on the date of payment of the monthly assessment.
- (4) The owners agree that they will use the common property and any lands comprising a common asset at their own risk, and that the strata corporation will not be liable for, and each of the owners hereby waives, any claim, action, damage, liability cost or expense which the strata corporation may suffer, incur or be put to in connection with any use of common property or lands comprising a common asset, including any roadways and trails thereon.

40. Rules

- (1) The council may make rules in respect of the permitted uses of the common property and common assets.







STRATA PLAN VIS3488 - BYLAWS

Preface: For the purposes of these bylaws, the word “resident” includes an owner, tenant or occupant of a strata lot.

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

1. Payment of Strata fees, special levies, interest and fines
 - (1) An owner must pay annual strata fees within thirty (30) days after the Annual General Meeting.
 - (2) An owner must pay a special levy within thirty (30) days of the date the resolution approving the special levy was passed, unless a different date is set out in the resolution.
 - (3) The Strata Council shall be entitled to assess fines and or interest on late payment of annual strata fees or special levies.
 - (4) If an owner is late in paying his or her strata fees or a special levy the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum, compounded annually, and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid.
 - (5) If an owner is late in paying his or her strata fees or a special levy, in addition to the interest payable pursuant to bylaw 1(4) after compliance with the notice and hearing provisions set in section 135 of the Strata Property Act (the “Act”), the strata corporation will be entitled to assess a fine against such owner in an amount not to exceed \$100.00. If such default continues for a further month an additional amount not to exceed \$200.00 per month will be levied on a cumulative basis.
 - (6) Any payments made by an owner shall first be applied to the payment of outstanding fines and special levies and secondly to the payment of outstanding strata fees.
2. Enforcement of Bylaws and Rules
 - (1) The strata corporation may fine an owner or tenant a maximum of:
 - (a) \$500 for each contravention of rental restriction bylaw 35 and
\$200 for each contravention of any other bylaw; and
 - (b) \$50 for each contravention of a rule.
 - (2) Fines authorized by these bylaws, all banking and interest charges, filing costs, all legal and any other expenses incurred by either the strata corporation to enforce these bylaws or any rule shall become part of the assessment of the owner responsible. All such fines and expenses shall become due and payable on the first day of the next month, 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. The strata corporation may not register a lien against such separate component.
3. Continuing contravention
 - (1) If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruptions, for longer than seven (7) days, a fine may be imposed every seven (7) days.
4. Repair and maintenance of property by owner
 - (1) An owner must repair and maintain the following no matter how often the repair or maintenance is ordinarily needed:

(a) any improvement, structure or building or landscaped area situate on the owner's strata lot including, without limitation, a residence or dwelling and outbuildings, sheds, garages, fences, railings and similar structures that enclose the strata lot and hydro or telephone poles and lines; and

(b) any limited common property which has been designated for the use of such owner;

so as to keep them at all times in a state of good and serviceable repair, this includes replacement when reasonably necessary, in order to prevent them becoming unsightly or a fire hazard by reason of lack of regular or reasonable maintenance or the accumulation of rubbish or debris, except for reasonable wear and tear and except for damage by fire, storm, tempest, and other events outside the control of the owner.

(2) No improvement which has been partially or totally destroyed by fire, earthquake or otherwise shall be allowed to remain in such state for more than six (6) months from the time of such destruction unless the strata council on application shall extend such period.

(3) The responsibilities with respect to each owner's strata lot and its limited common property described in bylaw 4(1) shall be carried out solely at the owner's expense, and neither the strata corporation nor any owner of another strata lot shall have any obligation to carry out such responsibilities or to make any contribution toward the expense of doing so, except as otherwise provided in these bylaws.

(4) The strata corporation shall have no duty of care to ensure that the limited common property of an owner is reasonably safe for the intended and proper use of such limited common property.

5. Required Work

(1) Each owner shall promptly carry out all work that may be ordered by any competent public or local authority or by the strata council or strata corporation pursuant to these bylaws.

6. Cost of compliance

(1) Following notice to a strata lot owner of failure to comply with these bylaws and any rules and regulations adopted from time to time by the strata council and provided such failure is not remedied within thirty (30) days or such other period of time established by the strata council, following such notice, the strata corporation may enter an owner's lot and perform all such acts to bring the strata lot into compliance with the bylaws, rules and regulations. The cost of bringing the owner's strata lot into compliance shall be recovered from such owner as part of such owner's assessment.

7. Use of property:

(1) A resident or visitor must not use a strata lot, the common property or a common asset in a way that:

(a) causes a nuisance or hazard to another person,

(b) causes unreasonable noise,

(c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,

(d) is illegal, or

(e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

(2) A resident or visitor must not cause damage, other than reasonable wear and tear, to the common property or common assets.

- (3) A resident or visitor must not use, or permit the use of a strata lot, the common property or common asset or any part thereof as a bed and breakfast (or other overnight lodging operation) or for any other occupation other than what is permitted by the "Saturna Island Land Use Bylaw No. 78, 2002" regarding Home Occupations. Any Home Occupation as described in said bylaw may only be a sole practitioner and may not have employees on site.
- (4) A resident or visitor must not:
- (a) have open fires on any strata lot, common property or common asset, except in compliance with all applicable governmental and Saturna Island Fire Department regulations, and to take every reasonable precaution to prevent the spread of fire and to extinguish all fires regardless of cause or orientation;
 - (b) except on strata lot 32, as part of normal farm operations, store waste materials, garbage or debris of any kind on any part of the strata lot within sight of any adjoining strata lot, common property, public road, public beach or the ocean;
 - (c) remove any tree on the owner's strata lot that has a diameter of 0.3 meters or more (measured one(1) meter above the base) and is located within three (3) meters of the common boundary of the strata lot with an adjoining strata lot (measured from the centre of the tree trunk to the common boundary) , unless the owner has received the prior approval of the owner of the adjoining strata lot or of the council or unless such removal is clearly necessary for the safety of persons or property;
 - (d) remove or limb any trees located on the common property, which trees may only be removed or limbed by the strata corporation;
 - (e) use firearms (except in self defence) air guns or explosives on any strata lot, common property or common asset, in compliance with all applicable governmental licensing requirements;
 - (f) hunt on any strata lot, common property or common asset;
 - (g) operate a motorcycle, trail bike, dune buggy or off road vehicle on any strata lot, common property or common asset, other than for the use of farm vehicles on strata lot 32, and on roads and driveways established for vehicle use and then only for the purposes of transportation;
 - (h) contravene Bylaw 3378,"Noise Suppression Bylaw (Southern Gulf Islands) No.1,2006". except that in the event of an emergency generators may be used at any time;
 - (i) use any part of a strata lot as an airstrip or a helicopter landing pad, nor shall any owner permit an airplane or helicopter to land on such owner's strata lot or any common property or common asset;
 - (j) leave on a strata lot waste, rubbish or slash in a condition in which it is, or may become a fire hazard and if such material is left in such a condition the strata corporation may remove it and charge the cost of such removal to the owner of the strata lot;
 - (k) bring onto or store on a strata lot or the common property any material or substance which will increase the risk of fire or the rate of fire insurance held by the owner or any other insurance policy held by any other owner or the strata corporation or which will invalidate any such insurance policy;
 - (l) place any signs, billboards, notices or advertising matter of any kind whatsoever on, or visible from, the exterior of a strata lot or on common property or a common asset except in places permitted by the strata corporation;
 - (m) leave on the common property or any common asset, any vehicles, equipment, garbage or any other item, except with the prior written permission of council;

- (n) No fence shall be constructed around all or along the perimeter or boundary of any strata lot unless the location, design and character of such fencing is first approved by the strata council. No barbed wire fences are permitted. Only aesthetically pleasing and functional fences for the purpose of keeping domestic pets in, or keeping wild animals away from gardens will be allowed. Fences must be set back at least five (5) meters from the road allowance of Trueworthy Road and not serve the purpose of isolating an entire lot from neighbouring lots;
 - (o) The owner of strata lot 32 may construct such fences as are reasonably required for normal farm operations and shall ensure that areas used by livestock are suitably fenced;
 - (p) do anything to contravene any statute, regulation, bylaw, rule or policy of any Federal, Provincial, Municipal or administrative body having jurisdiction in respect of the use and enjoyment of a strata lot.
- (5) Except on strata lot 32, an owner must not keep any animal or bird other than a reasonable number of household pets or horses on or about the owner's strata lot or the common property. Without limiting the generality of the foregoing, farm animals may not be kept on any strata lot. Each owner shall take all reasonable steps to prevent any animal kept by it from being a nuisance or annoyance to any other owner.
 - (6) A resident or visitor must ensure that any animal, bird, or reptile that belongs to such person (a "pet") is leashed, or otherwise under control, and have collar identification when on the common property or a common asset.
 - (7) A resident or visitor must not permit their pet to interfere with any other person, pet or object, or permit their pet to disturb any other resident with uncontrolled noise. A residential visitor must also ensure that all pets are kept quiet, controlled, and clean. Any excrement on common property or a common asset must be immediately disposed of by the pet owner. A resident must assume all responsibility for all actions by a pet, regardless of whether the resident had knowledge, notice or forewarning of the likelihood of such action.
 - (8) A resident whose visitor brings an animal onto the common property shall ensure that the visitor complies with these bylaws as they relate to animals and shall perform all of the obligations with respect to that animal as are set out in these bylaws.
 - (9) No resident shall permit boats or other water craft, boat trailers, vehicles including recreational or commercial vehicles, trucks, trailers, machinery or equipment to remain on a strata lot in such a position as to be visible from any other strata lot or common property but shall screen such boats, trailers, etc. in a garage, carport or accessory outbuilding constructed in accordance with these bylaws or in a form acceptable to the council.
 - (10) An owner is responsible for the conduct of all occupants, tenants or visitors to the owner's strata lot and for any damage cause by such occupants, tenants or visitors to any strata lot, common property or common asset.

8. Inform strata corporation;

- (1) Within two (2) weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number, mailing address, phone number and email address outside the strata plan, if any. Any changes to the above contact information must be made within two (2) weeks of such change.
- (2) On or before the date a tenant takes occupancy of a strata lot, the owner must inform the strata corporation of the tenant's name, strata lot number, and the tenant's and owner's mailing address. The owner is responsible for ensuring that the tenant is conversant with and complies with the bylaws and rules of the strata corporation.

- (3) An owner who appoints an agent to manage a strata lot must advise the strata corporation upon such appointment of the name, mailing address and telephone number of the agent. The owner is responsible for ensuring that the agent is conversant with and complies with the bylaws and rules of the strata corporation.

9. Obtain approval before constructing an improvement or altering a strata lot or limited common property.

Purpose: The purpose of Siting, Construction and Use bylaws 9 (1) to (13), is to enhance the farm and rural residential character of the strata plan, to encourage a high standard of development and to protect the natural environment within the strata plan.

- (1) Before commencing construction or installation of any improvement, structure or building (an "Improvement") on a strata lot or limited common property or any alteration or addition to an Improvement, a resident must follow and comply with the application process for council approval, and any conditions attached to such approval.
- (2) Prior to applying for a building permit or commencing construction of any Improvement (other than a temporary building referred to in section 9(13) below), an owner must submit to the council detailed plans and specification of the proposed work, showing (as applicable):
 - (a) siting of any proposed building(s);
 - (b) footprint and elevations of any proposed building(s);
 - (c) decks;
 - (d) proposed exterior finishes including roof;
 - (e) driveway access;
 - (f) location of any existing or proposed water well, septic tanks and septic field on the owner's strata lot, together with the distance of any existing or proposed water well in relation to existing septic fields on adjoining strata lots and the owner's proposed septic field locations;
 - (g) location of any water well on any other strata lot which will provide water to the owner's strata lot, together with a copy of the easement relating to such well; and
 - (h) such other information as the council may reasonably request.
- (3) Except on strata lot 32, the only permitted dwellings on a strata lot are one (1) private single family dwelling house of not more than two (2) stories and accessory non-residential outbuilding(s), not exceeding the area permitted under the applicable Saturna Island zoning bylaws.
- (4) The council may refuse approval of all or any part of the proposed Improvement if the council believes said Improvement would be unsuited to the rural character of the strata plan or would materially or adversely affect the use or enjoyment by other owners of their strata lots or the common property.
- (5) The construction of any Improvement on a strata lot shall be conducted in a proper and workmanlike manner and prosecuted diligently and continuously at all times from commencement of construction until such buildings and structures have been fully completed and painted, and in any event the exterior of a dwelling house and accessory outbuilding shall be finished eighteen (18) months after the construction began, failing which the strata corporation, at the owner's expense, may complete the construction or remove the house or outbuilding.
- (6) No building material, building waste, crates, packing cases, contractor's sheds or equipment shall be placed or left on any strata lot other than during such time as construction work on such strata lot is in progress and all mud, rubbish and material spilt outside the strata lot shall be immediately cleaned up by the resident or its agent. In the event that such waste, or any other waste prohibited by these bylaws, is not removed by the resident, the council may at its option remove such materials at the owner's sole cost.

- (7) All construction of dwellings must be in accordance with the specifications and requirements of the British Columbia Building Code, as amended from time to time, and regulations pursuant thereto.
- (8) Unless otherwise specifically approved by the council, all exterior finishes including roof, siding, windows and railings must be in colours so as to blend in with the landscape
- (9) Where applicable, all Improvements must be set back from the strata lot lines, any road fronting the strata lot, each watercourse and tops of banks in accordance with the requirements of the governmental authorities.
- (10) All remodelling, reconstruction or alteration to an Improvement visible from the exterior of the Improvement shall require approval of the council in the same manner as construction of an Improvement.
- (11) No resident shall construct any Improvement except in strict accordance with the plans and specifications that have been approved in writing by the council. No person may build only a part of the Improvements so approved except with the written consent of the council.
- (12) The location of sanitary facilities on any lot is subject to the prior written approval of the council in order that the council may control the location of sanitary facilities to ensure the supply of drinking water for the benefit of all owners. No individual sewage disposal system shall be permitted on any strata lot unless the system is designed, located and constructed with the requirements of all applicable governmental regulations.
- (13) An owner may construct a temporary building for the purposes of storing tools or for use by a contractor during the course of the construction of a dwelling house, provided it is removed upon completion of construction of the dwelling house.

10. Permit entry to strata lot

- (1) A resident or visitor must allow a person authorized by the strata corporation to enter the strata lot, in an emergency, without notice, to ensure safety or prevent significant loss or damage.

11. Water and Wells

- (1) An owner must not interfere with or damage any natural water courses, drains, wells or water systems. Owners are encouraged to use all reasonable efforts to conserve water. No owner shall drill a well on a strata lot or common property without prior written approval of the strata council.
- (2) Subject to the following conditions an owner (the "Lot Owner") shall permit another owner (the "User") to enter into the Lot Owner's strata lot to drill, maintain and use a well and any ancillary systems for transporting water for domestic use on the User's strata lot. Such permission shall only be effective in the following circumstances:
 - i. The strata council shall have given prior written consent to the User setting out any conditions upon which the consent is given;
 - ii. The Lot Owner's source of water shall not, by the User's taking of water from under the Lot Owner's strata lot, reduce the Lot Owner's supply of water below the minimum supply required by applicable laws; and
 - iii. The Lot Owner's use and enjoyment of his strata lot shall not be materially and permanently diminished by the User's well and ancillary systems.
- (3) For those strata lots which share a water well, the construction plans for distribution and possible treatment will require approval from the Capital Regional District's Public Health Engineer. These plans must satisfy the Safe Drinking Water Regulation, B.C. Regulation 230/92, under the Health Act.

For the purposes of the Safe Drinking Water Regulation the strata corporation shall be deemed to be the water purveyor.

Division 2- Powers and Duties of a Strata Corporation

12. Repair and maintenance of property by Strata Corporation

- (1) The strata corporation must repair and maintain all of the following;
 - (a) common assets of the strata corporation;
 - (b) common property that has not been designated as limited common property;
 - (c) any part or parts of a strata lot which comprise a roadway which is capable of being, and intended to be, used by more than one strata lot whether or not an easement in favour of other strata lots is registered against title.
- (2) The strata corporation is responsible for obtaining and maintaining property insurance in respect of all of the property described in bylaw 12(1) on the basis of full replacement value against fire and other major perils as set out in the regulations under the Act. The owner of the strata lot upon which any of the property described in bylaws 12(c) is located shall be shown on each such insurance policy as an additional named insured. The cost of such insurance shall form part of the common expenses of the strata corporation.
- (3) The strata corporation shall obtain and maintain appropriate liability insurance to ensure the strata corporation, the residents and their visitors from time to time against liability for property damage and bodily injury occurring on the common property, including the limited common property and any common assets.

Division 3-Council

13. Council size

- (1) The council must have at least five (5) and not more than seven (7) members.
- (2) In order to stand for council, an owner must be in good standing with his/her Strata fees.

14. Council members' terms

- (1) The term of office of a council member ends at the end of the annual general meeting at which time the new council is elected.
- (2) Beginning with the election of council at the 2008 Annual General Meeting, and provided these bylaws have been approved by the owners, a minimum of three (3) council members shall be elected for a two (2) year term, to facilitate continuity.
- (3) A person whose term as council member is ending is eligible for re-election.
- (4) Pursuant to section 34(b) of the Act, a member of council is entitled to compensation for the member's exercise of council powers and performance of council duties in an amount which may be determined from time to time by the strata corporation and approved by the owners as part of the annual budget.

15. Removing council member

- (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.
- (3) No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under the Act.
- (4) Unless the council consists of all owners, if a strata lot is owned by more than one person, only one owner of the strata lot may be a member of the council at any one time.

16. Replacing council member

- (1) If a council member resigns or is unwilling or unable to act for a period of two (2) or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of two (2) or more months, persons holding at least twenty-five (25%) of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

17. Officers

- (1) At the first meeting of the council held after each annual general meeting of the strata corporation the council must elect, from among its members, a president, vice-president, a secretary, a treasurer and an ombudsman.
- (2) A person may hold more than one office at a time, as long as it is not both 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 (2) or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

18. Calling council meetings

- (1) Any council member may call a council meeting by giving the other council members at least one (1) week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (3) A council meeting may be held on less than one (1) week's notice if:
 - (a) all council members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation, and all council members either
 - (i) consent in advance of the meeting, or

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

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

19. 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 (1) 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 (1) week of the hearing.

* Definition for section 19, of Standard Bylaws, 19.1 For the purposes of section 19 of the Standard Bylaws, “hearing” means an opportunity to be heard in person at a council meeting.

20. Quorum of council

- (1) A quorum of the council is a majority of its members.
- (2) Council members must be present in person at the council meeting to be counted in establishing a quorum.

21. Council meetings

- (1) At the option of the council, council meetings may be held by conference telephone call or other electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) No person other than a member of council shall be entitled to attend a meeting of the council unless authorized by a resolution of the council. In the course of a meeting of the council, any person or persons (other than members of the council) may be excluded from such meeting by a resolution of the council.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
 - (a) bylaw contravention hearings under section 135 of the Act;
 - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
 - (c) any other matters if the presence of observers would, in the council’s opinion, unreasonably interfere with an individual’s privacy.

22. 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 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.

23. Council to inform owners of minutes

The council will send owners copies of the minutes of all council meetings, within two (2) weeks of the council meeting, by electronic means or by post if no email address exists.

24. 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 (other than to an arbitrator under bylaw 31) to determine, based on the facts of a particular case,
 - (a) whether a person has contravened a bylaw or rule,
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility.

25. 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) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

26. Limitations on liability of council member

- (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgement against the strata corporation.

Division 4 – Annual and Special General Meetings

27. 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 persons who are present at the meeting.
28. 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 resolution passed by a majority vote at the meeting.
29. Voting
- (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
 - (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
 - (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
 - (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
 - (5) If there is a tie vote at an annual or special general meeting, the president, or if the president is absent or unable or unwilling to vote, the vice-president, may break the tie by casting a second, deciding vote.
 - (6) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
 - (7) An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring an unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.
 - (8) Unless otherwise provided by the Act, if two or more persons share one vote with respect to a strata lot, only one of them may vote on any given matter. If the chair is advised before or during the vote that the two or more persons who share the one vote disagree on how their vote should be cast on a matter, the chair must not count their vote in respect of that matter.
30. Scheduling meetings and order of business
- (1) If a strata lot is owned by two (2) or more persons all of such owners must provide the strata corporation with a single mailing address which shall be the same for all owners, and each email address for each owner, outside the strata plan for receiving notices and other records or documents, and notice given by the strata corporation by mailing it to such address will be sufficient notice for the purposes of section 61 of the Act.
 - (2) 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 the minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

Division 5- Voluntary Dispute Resolution

31. 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 consist of
 - (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 6 - Miscellaneous

32. Quorum for Adjourned Meeting

Notwithstanding section 48(3) of the Act, if within ½ hour from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; but in any other case, the meeting shall stand adjourned for a further ½ hour from the time appointed and, if within one hour from the time appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.

33. Small Claims Actions

- (1) Notwithstanding any provision of the Act, the strata corporation may proceed under the Small Claims Act (British Columbia) against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a $\frac{3}{4}$ vote.
34. Abandoned Items
- (1) A resident that leaves any item, anywhere on or in the common property or on any limited common property does so at his or her own risk, subject to any claim that may properly be made under any insurance policy maintained by the strata corporation by anyone that is an insured under that policy.
35. Acquisition or Disposition of Personal Property
- (1) The strata corporation may purchase, lease or otherwise acquire personal property for the use or benefit of the owners and may sell or otherwise dispose of such personal property for any amount approved in the annual budget for the strata corporation, but otherwise only if approved by a resolution passed by a $\frac{3}{4}$ vote at an annual or special general meeting if the personal property has a market value of more than \$1000.00.
36. Rental Restrictions
- The owner of a strata lot may lease the owner's strata lot only in accordance with Islands Trust legislation and Saturna Island Land Use bylaws and zoning. In any case an owner may not lease the owner's strata lot for less than thirty (30) continuous calendar days. Any owner wishing to lease a strata lot will notify the council of the period of time in which the owner's strata lot is to be leased including the proposed commencement date and completion date of the lease. The corporation is entitled to impose a fine up to \$500.00 for a contravention of this bylaw, and may impose such fine for a continuing contravention every seven (7) days.
37. Roadways and Parking
- (1) No resident will obstruct, or will permit any visitor to obstruct, the ordinary passage of vehicles on any roadway which forms part of the common property.
- (2) No resident will park any vehicle, or permit any visitor to park, any vehicle:
- (a) so as to block entry to or egress from the common property;
 - (b) on the common property for a continuous period in excess of one (1) week without the prior written approval of the council; or on the common property in such a manner as to constitute storage of the vehicle.
38. Common Dock and Moorage Facilities
- Residents may use any common dock and moorage facilities only in accordance with the rules established by the council for such usage.
39. Insurance
- (1) Owners are responsible for any damage to their own or to any other strata lots or to Improvements thereon caused by their deliberate act or negligence.

- (2) A resident or visitor must not do, or omit to do, whether deliberately or negligently, any act which would result in costs being incurred by the strata corporation due to a claim being made on an insurance policy of the strata corporation including the cost of a deductible under such policy.
- (3) An owner shall indemnify and save harmless the strata corporation from the expenses of any maintenance, repair or replacement rendered necessary to the common property, the common assets or any strata lot by the owner's act, omission, negligence or carelessness or by that of any member of the owner's family or the owner's guests, employees, agents or tenants, but only to the extent that such expense is not reimbursed from the proceeds of any insurance policy. In such circumstances and for the purposes of this bylaw, any insurance deductible paid or payable by the strata corporation shall be considered an expense not covered by the proceeds received by the strata corporation as insurance coverage and shall be charged to the owner as permitted by section 133 of the Act (i.e. being the reasonable cost of the strata corporation remedying the contravention of bylaw 39 (2) and shall be added to and become a part of the assessment of that owner for the month next following the date on which such expense was incurred, and shall become due and payable on the date of payment of the monthly assessment.
- (4) The owners agree that they will use the common property and any lands comprising a common asset at their own risk, and that the strata corporation will not be liable for, and each of the owners hereby waives, any claim, action, damage, liability cost or expense which the strata corporation may suffer, incur or be put to in connection with any use of common property or lands comprising a common asset, including any roadways and trails thereon.

40. Rules

- (1) The council may make rules in respect of the permitted uses of the common property and common assets.