

REGIONAL DISTRICT OF NANAIMO

**BOARD MEETING
TUESDAY, NOVEMBER 25, 2008**

A D D E N D U M

PAGES

COMMUNICATIONS/CORRESPONDENCE

- 2-16 **Randy White**, re Little Qualicum River Village Restrictive Covenant.
- 17 **Paul Manhas, Arlington Hotel**, re Liquor License Amendment Application.

November 13, 2008

Regional District of Nanaimo
6300 Hammond Bay Road
Nanaimo, B.C.
V9T6N2

RDN	
CAO	GMF&IS
GMDS	GMR&PS
GMES	GM'S
NOV 17 2008	
SMCA	
CHAIR	BOARD ✓
C. Thompson	

Dear District Directors,

My name is Randy White and I am a former Member of Parliament [retired] and a Certified Management Accountant and founder and Past President of the Drug Prevention Network of Canada.

A little over two years ago my wife and I retired to Qualicum Beach on acreage in a place called Little Qualicum River Village. When we moved here we were presented with a disclosure statement prepared by the developer 528872 BC Ltd. We were also made aware of a restrictive covenant that prevented construction of buildings and sewer systems along the Little Qualicum River within the village. That signed covenant is attached and indicates the properties in question is "..... of great importance to the Transferor[528872 BC ltd.] and the transferee [the province of B.C. and the RDN] and the general public". I have since learned what was said to us and what is actually being put in place at LQRV are two different things.

My main concerns at this time are that a cease marketing order exists with the developer to prevent him from selling more houses but he continues to develop those properties. Not only is he continuing to develop but he is developing on property that has a restrictive covenant on it. The restrictive covenant says he can only have RV's and tents and pump and haul sewage systems. He has built houses and has in ground sewer systems which will leach into the Little Qualicum River. I am aware that you know that but I do not understand why the houses are up, properties still being developed, trees removed, in ground sewer systems being installed and a general continual disregard of the restrictive covenant which you have been a party to.

The problem is not only pollution, not only disobeying the restrictive covenant but that the RDN fails to enforce its own legal document which indicated the area was "of great importance" to you.

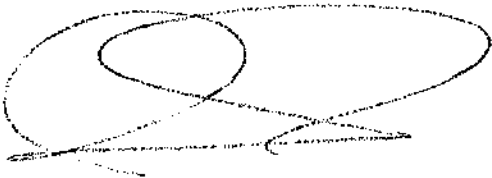
My wife and I are very discouraged that no organization seems to stop this. The RDN and the Province has a restrictive covenant but does not enforce it, the Health officials and the RDN never approved a water permit except for a recent temporary permit some 7 years after the fact and he continues to install water systems with no drawings and no real long term permits. It is as though you feel "well he built all this without approvals and authorities so let it be - what is done is done". At a recent all candidates meeting the Director of Area F was constantly asked by

different groups including LQRV why the RDN does not enforce such blatant abuse and he had no answer. This is not the solution.

I have been in politics for 13 years at the National level and before that a CEO with much experience in building and development. I have never before seen such blatant abuse of laws and regulations and so little action taken against it.

I am asking you to include this letter on your next agenda and take that bold political step and accept responsibility and deal with the issue of a developer ignoring an enforceable restrictive covenant. This issue is not going away and you have an obligation and responsibility to act.

I sincerely hope you can assist as the only option seems to move out of here at a significant financial loss but in doing so someone else just inherits the problem.

A handwritten signature in black ink, appearing to read 'Randy White', with a large, looping flourish at the end.

**Randy White
1711 Peligren Place
Little Qualicum River Village
V9K 2S3**

GENERAL INSTRUMENT - PART 1

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
Brian J. Senini, Barrister and Solicitor
30 Front Street, P.O. Box 190, Nanaimo, B. C.
(Telephone: 754-1234) (Fax: 754-8080)

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*
(PID) (Legal Description)
SEE SCHEDULE

3. NATURE OF INTEREST: * Description	DOCUMENT REFERENCE (page and paragraph)	Person Entitled to Interest
S.219 Land Title Act Covenant	Page 5, Paras. 2 to 8	Transferees
Indemnity Agreement	Page 6, Para. 10	Transferees

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


5. TRANSFEROR(S):* **528872 B.C. LTD. (Inc. No. 528,872)**

6. TRANSFEREE(S): (including occupation(s), postal address(es) and postal code(s))*
THE CROWN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Water, Land & Air - Fish, Wildlife & Habitat Manager, 2080A Labieux Road, Nanaimo, B.C., V9T 6J9, and the REGIONAL DISTRICT OF NANAIMO, 6300 Hammond Bay Road, Nanaimo, B.C., V9T 6N2

7. ADDITIONAL OR MODIFIED TERMS:*
N/A


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

Officer Signature(s)


BRIAN J. SENINI
Barrister & Solicitor
P.O. Box 190, 30 Front Street
Nanaimo, BC V9R 5K9
Tel: (250) 754-1234 • Fax: (250) 754-8080

Execution Date		
Y	M	D
02	07	26

Party(ies) Signature(s)


**528872 B.C. LTD. by
its authorized signatory:**

TIMOTHY PELIGREN

OFFICER CERTIFICATION:

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

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

EXECUTIONS CONTINUED

Officer Signature(s)


Execution Date

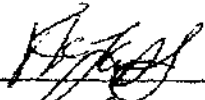

Execution(s)*.*

Y M D

02	AUG	16
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REGIONAL DISTRICT OF NANAIMO
by its duly authorized signatories:


Solicitor **B. Wayne Thexton**
A Commissioner for taking affidavits
for British Columbia
6300 Hammond Bay Road, Nanaimo, B.C.


ROBERT L. QUINN

C. MASON

OFFICER CERTIFICATION:

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

Land Title Act
FORM E
SCHEDULE

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

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

(P.I.D.)	(Legal Description)
024-278-491	Strata Lot 22, Block 526, Cameron Land District, Strata Plan VIS4673
024-278-505	Strata Lot 23, Block 526, Cameron Land District, Strata Plan VIS4673
024-279-986	Strata Lot 171, Block 526, Cameron Land District, Strata Plan VIS4673
024-279-994	Strata Lot 172, Block 526, Cameron Land District, Strata Plan VIS4673
024-280-003	Strata Lot 173, Block 526, Cameron Land District, Strata Plan VIS4673
024-280-011	Strata Lot 174, Block 526, Cameron Land District, Strata Plan VIS4673
024-280-020	Strata Lot 175, Block 526, Cameron Land District, Strata Plan VIS4673
024-280-038	Strata Lot 176, Block 526, Cameron Land District, Strata Plan VIS4673
024-280-046	Strata Lot 177, Block 526, Cameron Land District, Strata Plan VIS4673
024-280-054	Strata Lot 178, Block 526, Cameron Land District, Strata Plan VIS4673
024-280-062	Strata Lot 179, Block 526, Cameron Land District, Strata Plan VIS4673
024-280-071	Strata Lot 180, Block 526, Cameron Land District, Strata Plan VIS4673
024-280-089	Strata Lot 181, Block 526, Cameron Land District, Strata Plan VIS4673
024-280-097	Strata Lot 182, Block 526, Cameron Land District, Strata Plan VIS4673
024-280-101	Strata Lot 183, Block 526, Cameron Land District, Strata Plan VIS4673
024-280-119	Strata Lot 184, Block 526, Cameron Land District, Strata Plan VIS4673
024-280-127	Strata Lot 185, Block 526, Cameron Land District, Strata Plan VIS4673
024-280-135	Strata Lot 186, Block 526, Cameron Land District, Strata Plan VIS4673
024-280-640	Strata Lot 237, Block 526, Cameron Land District, Strata Plan VIS4673
024-280-666	Strata Lot 239, Block 526, Cameron Land District, Strata Plan VIS4673
024-280-674	Strata Lot 240, Block 526, Cameron Land District, Strata Plan VIS4673
024-280-691	Strata Lot 242, Block 526, Cameron Land District, Strata Plan VIS4673
024-280-704	Strata Lot 243, Block 526, Cameron Land District, Strata Plan VIS4673
024-280-712	Strata Lot 244, Block 526, Cameron Land District, Strata Plan VIS4673
024-280-721	Strata Lot 245, Block 526, Cameron Land District, Strata Plan VIS4673
024-280-909	Strata Lot 263, Block 526, Cameron Land District, Strata Plan VIS4673
024-280-917	Strata Lot 264, Block 526, Cameron Land District, Strata Plan VIS4673
024-280-925	Strata Lot 265, Block 526, Cameron Land District, Strata Plan VIS4673
024-280-933	Strata Lot 266, Block 526, Cameron Land District, Strata Plan VIS4673
024-280-941	Strata Lot 267, Block 526, Cameron Land District, Strata Plan VIS4673
024-280-950	Strata Lot 268, Block 526, Cameron Land District, Strata Plan VIS4673
024-280-968	Strata Lot 269, Block 526, Cameron Land District, Strata Plan VIS4673
024-280-986	Strata Lot 270, Block 526, Cameron Land District, Strata Plan VIS4673
024-280-984	Strata Lot 271, Block 526, Cameron Land District, Strata Plan VIS4673
024-280-992	Strata Lot 272, Block 526, Cameron Land District, Strata Plan VIS4673
024-281-000	Strata Lot 273, Block 526, Cameron Land District, Strata Plan VIS4673
024-281-018	Strata Lot 274, Block 526, Cameron Land District, Strata Plan VIS4673
024-281-026	Strata Lot 275, Block 526, Cameron Land District, Strata Plan VIS4673
024-281-034	Strata Lot 276, Block 526, Cameron Land District, Strata Plan VIS4673
024-281-042	Strata Lot 277, Block 526, Cameron Land District, Strata Plan VIS4673
024-281-051	Strata Lot 278, Block 526, Cameron Land District, Strata Plan VIS4673
024-281-069	Strata Lot 279, Block 526, Cameron Land District, Strata Plan VIS4673
024-281-077	Strata Lot 280, Block 526, Cameron Land District, Strata Plan VIS4673
024-281-085	Strata Lot 281, Block 526, Cameron Land District, Strata Plan VIS4673
024-281-093	Strata Lot 282, Block 526, Cameron Land District, Strata Plan VIS4673
024-281-107	Strata Lot 283, Block 526, Cameron Land District, Strata Plan VIS4673
024-281-115	Strata Lot 284, Block 526, Cameron Land District, Strata Plan VIS4673

TERMS OF INSTRUMENT - PART 2

WHEREAS:

- A. The Transferor is the registered owner in fee simple of the lands described in Item 2 of the General Instrument - Part 1 (hereinafter called the "Strata Lots").
- B. The Transferees, The Crown in Right of the Province of British Columbia and the Regional District of Nanaimo, are hereinafter collectively called the "Transferee".
- C. The Transferor has developed the Strata Lots for residential and recreational uses.
- D. One or more of the Strata Lots include amenities of great importance to the Transferor, the Transferee and the general public.
- E. The Strata Lots are either adjacent to or near the Little Qualicum River (hereinafter called the "River").
- F. Two ephemeral tributaries of the River and a tributary of Kincadee Creek (hereinafter collectively called the "Creeks") are located on part of the Private Yard Areas of one or more of the Strata Lots.
- G. Section 219 of the *Land Title Act* permits the registration of a covenant, whether of a negative or positive nature, in favour of the Transferee, in respect of the use of land or the use of a building or to be erected on land, in favour of a Ministry of the Crown and its successors in title, even if the covenant is not annexed to land owned by a Ministry of the Crown.
- H. The Transferor has agreed not to build or develop the Private Yard Areas of the Strata Lots except in accordance with this Agreement and to enter into this Agreement and to register it against the title of the Strata Lots as a Covenant and Indemnity under Section 219 of the *Land Title Act*.

NOW THEREFORE in consideration of the premises and the payment of ONE (\$1.00) DOLLAR from the Transferee to the Transferor and the covenants herein contained and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto covenant and agree with each other as follows:

- 1. For the purposes of this Agreement the following words shall have the following meanings:
 - "Hazardous Tree" shall mean and include any tree that presents an immediate hazard to person or property as determined by a certified arborist; and
 - "Natural Boundary" means the visible high water mark of any watercourse where the presence and action of the water are so common and usual and so long continued in all ordinary years as to mark upon the soil of the bed of the watercourse as a character distinct from that of the banks thereof in respect of vegetation as well as in respect of the nature of the soil itself.

2. Hereafter, Strata Lots 171 to 186 inclusive, 244, 245 and 263 to 284 inclusive shall only be used for recreational vehicles and tenting, with continuous occupancy for these permitted uses not to exceed six (6) months.
3. Hereafter, no recreational vehicle shall be permitted on the Private Yard Area of any Strata Lot between the period of October 31 and March 1 of the ensuing year, save and except where the underside of the floor system thereof is not less than 3.0 metres above the Natural Boundary of the River.
4. Hereafter, save and except for a recreational vehicle, and save and except for any Private Yard Area of any Strata Lot which has a self-contained pit privy, no part of any Private Yard Area of any Strata Lot shall be used for habitation, business, or storage of goods damageable by floodwaters shall be located within any building or mobile home at an elevation such that the underside of the floor system thereof is less than 3.0 metres above the Natural Boundary of the River.

In the case of a mobile home, the ground level or top of concrete or asphalt pad on which it is located shall be no lower than the above-described elevation.

5. The required elevation referred to in paragraphs 3 and 4 herein may be achieved by structural elevation of the said habitable, business or storage area or by adequately compacted landfill on which any such building, recreational vehicle or mobile home is to be constructed or located, or by a combination of both structural elevation and landfill. No area below the required elevation shall be used for the installation of furnaces or other fixed equipment susceptible to damage by floodwaters. The face of the landfill slope shall be adequately protected against erosion from flood flows.
6. Notwithstanding paragraph 5 herein, no landfill, land clearing or other disturbance shall take place on any part of the Private Yard Area of any Strata Lot within thirty (30.0) metres of the Natural Boundary of the River or within fifteen (15.0) metres of the Natural Boundary of the Creeks.
7. In addition to the restrictions contained in paragraph 6 herein, the Transferor shall not, without the prior written consent of the Transferee, such consent not to be unreasonably withheld, cut down, trim, prune, defoliate, alter, remove or in any way tamper with or work on any trees, shrubs, plants, bushes, ground cover, vegetation or any other form of plant life within thirty (30.0) metres of the Natural Boundary of the River or within fifteen (15.0) metres of the Natural Boundary of the Creeks, save and except for maintenance of existing trails and for the maintenance and removal of hazardous trees.
8. The Transferor shall ensure that any clearing and/or excavating done on any part of the Private Yard Area of any Strata Lot shall be completed in such a manner to ensure that the release of silt, leachate concrete, or any other deleterious substances shall not flow into the River or the Creeks via ditches, storm sewers or overland flow and the Transferor shall further ensure that all construction and excavation wastes, overburden, soil or other substances, deleterious to aquatic life, shall be disposed of or placed in such a manner as to prevent their entry into any watercourse or storm sewer system.

9. The Transferor acknowledges that the Transferee does not represent to the Transferor or any other person that any building constructed on or recreational vehicle or mobile home located in accordance with paragraphs 3, 4 and 5 herein will not be damaged by flooding or erosion, and the Transferor covenants and agrees not to claim damages from the Transferee or to hold the Transferee responsible for damages caused by flooding or erosion to the Lands or to any building, improvement or other structure built, constructed or placed upon the Lands and to any contents thereof.
10. The Transferor shall indemnify and save harmless the Transferee from any and all claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees whatsoever which anyone has or may have against the Transferee or which the Transferee incurs as a result of any loss or damage or injury, including economic loss, arising out of or connected with the breach of any covenant in this Agreement.
11. The Transferor hereby releases and forever discharges the Transferee of and from any and all claims, causes of action, suits, demands, costs or expenses whatsoever which the Transferor can or may have against the Transferee for any loss or damage or injury that the Transferor may sustain or suffer arising out of the matters contained herein, save and except for any loss or damage which may be caused by the negligence of the Transferee or anyone for whom they are, in law, responsible.
12. The Transferor, forthwith following execution of this Agreement, and at its own expense, will do or cause to be done all acts or things necessary to have this Agreement registered against the title to the Lands in the Victoria Land Title Office.
13. Upon receipt of a written request from the Transferee, the Transferor will do or cause to be done all acts or things and execute or cause to be executed all documents and give such further and other assurances which may be reasonably necessary to give proper effect to the intent of this Agreement.
14. That the enforcement of this Agreement shall be entirely within the discretion of the Transferee and that the execution and registration of this Agreement against the title to the Lands shall not be interpreted as creating any duty on the part of the Transferee to the Transferor or to any other person to enforce any other provision or the breach of any provision of this Agreement.
15. Provided that the Transferee may, at any time and without the consent of the Transferor, release or cause to be released this Agreement against the title to the Lands, or any part thereof, in the Victoria Land Title Office and upon such release this Agreement shall be void and of no further force and effect.
16. No term, condition, covenant or other provision of this Agreement will be considered to have been waived by the Transferee unless the waiver is expressed in writing by the Transferee.
17. Any waiver by the Transferee of any term, condition, covenant or other provision of this Agreement or any waiver by the Transferee of any breach, violation or non-performance of any term, condition, covenant or other provision of this Agreement does not constitute and will not be construed as a waiver of any further or other term, condition, covenant or other provision of this Agreement or any further or other breach, violation or non-performance of any term, condition, covenant or other provision of this Agreement.

18. Nothing contained or implied in this Agreement will prejudice or affect the rights, powers and remedies of the Transferee in the exercise of the Transferee functions under any public or private statutes, regulations, bylaws or orders or in equity, all of which may be fully and effectively exercised by the Transferee in relation to the Lands as if this Agreement had not been executed and delivered by the Transferor.
19. The Transferor covenants and agrees for itself, and its heirs, executors, successors and assigns, that it will at all times perform and observe the terms, conditions, covenants or other provisions of this Agreement and they shall be binding upon the Transferor as personal covenants only during the period of its respective ownership of any interest in the Lands.
20. Save and except as provided herein, this Agreement shall run with the Lands and shall be perpetual and shall continue to bind all of the Lands and shall be registered as a charge against the title to the Lands in the Victoria Land Title Office pursuant to Section 219 of the Land Title Act.
21. This Agreement will not be modified or discharged except in accordance with the provisions of Section 219 of the Land Title Act.
22. Where there is a reference in this Agreement to an enactment, the enactment referred to is an enactment of the Province of British Columbia unless otherwise so stated and any reference to an enactment shall include any amendments thereto or replacements thereof.
23. This Agreement will be interpreted according to the laws of the Province of British Columbia.
24. That this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns as the case may be and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or neuter, as the case may be, had been used, where the parties or the context hereto so require and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

IN WITNESS WHEREOF the Transferor hereby acknowledges that this Agreement has been duly executed and delivered by its execution of the Form C (Page 1) attached hereto.

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1285

**A BYLAW TO REGULATE THE USE OF LAND, THE SUBDIVISION OF LAND,
THE USE AND LOCATION OF BUILDINGS AND STRUCTURES AND
THE USE AND SUBDIVISION OF THE SURFACE OF WATER
IN ELECTORAL AREA 'F' OF THE REGIONAL DISTRICT OF NANAIMO**

WHEREAS Part 26 of *Local Government Act* provides that a local government may regulate zoning and other development regulations;

NOW THEREFORE, the Board of the Regional District of Nanaimo, in open meeting assembled, enacts the following:

Part 1 – Short Title

This Bylaw may be cited as the "Regional District of Nanaimo Electoral Area 'F' Zoning and Subdivision Bylaw No. 1285, 2002".

Part 2 - Application

1. For the purposes of this Bylaw, Schedule 'A' is attached to and forms part of this Bylaw and bears the words "Schedule 'A'"
2. This Bylaw applies to all land, buildings, structures and water surface therein of Electoral Area 'F' of the Regional District of Nanaimo as shown on the zoning and subdivision map bearing the words "Schedule 'B'", which is attached to and forms part of this Bylaw.

Part 3 - Repeal

Regional District of Nanaimo Electoral Area 'F' Zoning and Subdivision Bylaw No. 1155, 2001 is hereby repealed.

Introduced and read two times this 12th day of February, 2002.

Reintroduced and read two times this 12th day of March, 2002.

Public Hearing held pursuant to Sections 890 of the *Local Government Act* this 24th day of April, 2002.

Read a third time this 14th day of May, 2002.

Received approval pursuant to the *Highway Act* this 30th day of May, 2002.

Adopted this 25th day of June, 2002.

George Holme

Chairperson

Carol Mason

General Manager, Corporate Services



2.8 Location and Siting of Buildings

No principal building or accessory building or structure shall be located in any required front, side, or rear yard setback.

2.9 Setbacks

Minimum setbacks for a building or structure shall be 4.5 metres from the front lot line and exterior lot line and 2 metres from all other lot lines except for:

- a) The minimum setback for a building, structure or equipment used for a Temporary Sawmill shall be 15 metres from all lot lines.
- b) The minimum setback for a building, structure or equipment used for a Primary Mineral Processing use, adjacent to lands zoned R-1 or R-2, or R-3, shall be 30 metres from all lot lines.
- c) All buildings and structures on parcels adjacent to the Vancouver Island Highway No. 19 shall be setback a minimum of 30 metres from the Vancouver Island Highway No. 19 right-of-way.

2.10 Setback Requirements from Watercourses

1. The minimum setback for construction of a building or structure from the Little Qualicum River, the portions of French Creek north of Highway 4A, and the Englishman River shall be 30 metres from the natural boundary, or, where there is a bank within 30 metres of the natural boundary, 30 metres from the top of the bank.
2. The minimum setback for construction of a building or structure for all other watercourses identified on Map 3 of the "Regional District of Nanaimo Electoral Area 'F' Official Community Plan, Bylaw No. 1152, 1999" shall be 15 metres from the natural boundary, or, where there is a bank within 15 metres of the natural boundary, 15 metres from the top of the bank.
3. The minimum setback for buildings or structures adjacent to all other watercourses not specified in Sections 2.10.1 or 2.10.2 shall be 8 metres from the natural boundary.

2.11 Setback Exemptions

1. The following buildings, structures or uses are exempt from minimum setback requirements of this Bylaw, provided that they are not located within a setback established under sections 2.9.c), 2.10 or 2.13 of this Bylaw:
 - a) steps, stairs or ramp;
 - b) arbour/trellis;
 - c) flagpole;
 - d) patio or deck no more than 0.6 metre in height from the existing natural grade;
 - e) radio, television, or cellular and transmission tower;
 - f) parking space, driveways and aisleway;
 - g) fence under 2.5 metres in height;



RC-3 – RECREATION 3 **SECTION 4.18**

4.18.1 Permitted Principal Uses

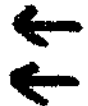
- a) Dwelling Unit or Tourist Accommodation

4.18.2 Permitted Accessory Uses

- a) Accessory Buildings and Structures

4.18.4 Regulations Table

Categories	Requirements
a) Maximum Density	1 Dwelling Unit or 1 Tourist Accommodation Unit per lot
b) Minimum Lot Size	2 ha
c) Minimum Lot Frontage	70 metres
d) Maximum Lot Coverage	20 %
e) Maximum Building and Structure Height	10 metres
f) Minimum Setback from <ul style="list-style-type: none"> i) Front and Exterior Side Lot Lines ii) All Other Lot Lines 	4.5 metres 2 metres
g) Minimum Setback from Watercourses	Refer to Section 2 – General Regulations
h) General Land Use Regulations	Refer to Section 2 – General Regulations



4.18.5 Regulations

No tourist accommodation unit shall be located within setback areas established under this Bylaw.

4.18.6 Additional RC-3 Zones

Principal and accessory uses as set out in Section 4.23 (RC-3.1) are permitted in addition to those uses permitted in the RC-3 zone. ¹

¹ Bylaw No. 1285.01, adopted April 13, 2004



Zone	Lot Description	Regulations
R-3.7	Lot 4, Salvation Army Lots, Nanoose District, Plan 35783 (1010 Bonnell Road)	Marshaling a maximum area of 3,000 m ² (includes 228 m ² shop)
R-3.8 / C-3.15	Lot 5, Salvation Army Lots, Nanoose District, Plan 1115 (1850 Alberni Highway)	Farm Use

Additional RC-2 Zones

The following uses and regulations apply to lots in the following zones in addition to the regulations in the RC-2 zone that would otherwise apply. The zoning and permitted uses of the following lots are set out below:

Zone	Lot Description	Regulations
RC-2.1	Lot 4, Block 36A, Cameron District, Plan 4059 (4655 Alberni Highway)	Two Dwelling Units only
RC-2.2	Lot 3, Block 36A, Cameron District, Plan 4059 (4655 Alberni Highway)	Three Dwelling Units only

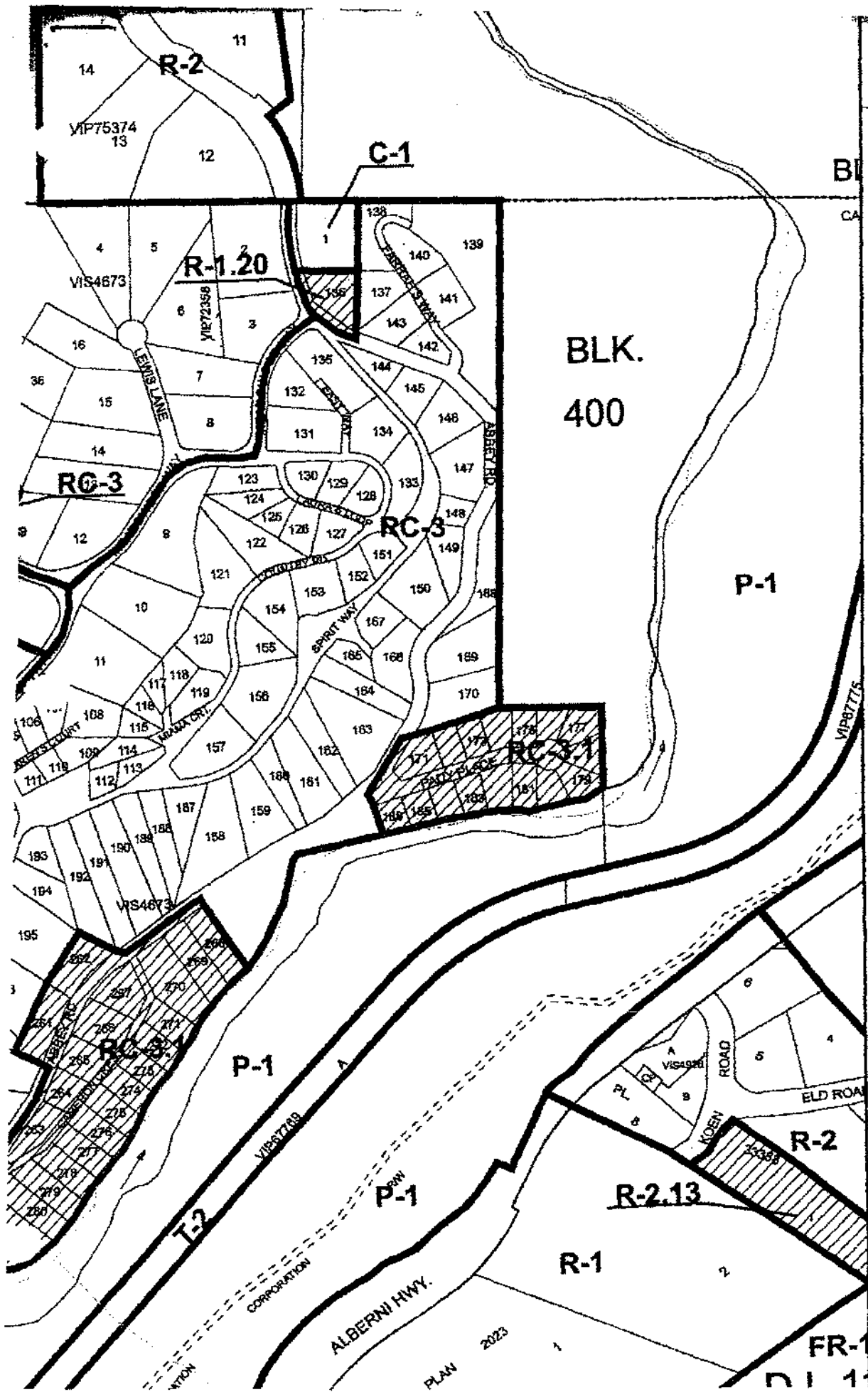
Additional RC-3 Zones

The following uses and regulations apply to lots in the following zones in addition to the regulations in the RC-3 zone that would otherwise apply. The zoning and permitted uses of the following lots are set out below:

Zone	Lot Description	Regulations
RC-3.1	Lots 174, 175, 176, 177, 173, 172, 171, 178, 179, 182, 181, 180, 183, 184, 185, 186, 268, 269, 262, 270, 267, 261, 266, 271, 272, 265, 273, 274, 264, 275, 263, 276, 277, 278, 279, 280, 281, 282, 283, 284, Block 526, Cameron District, Plan VIS4673	Tourist Accommodation Use only.

Additional S-1 Zones

The following uses and regulations apply to lots in the following zones in addition to the regulations in the S-1 zone that would otherwise apply. The zoning and permitted uses of the following lots are set out below:



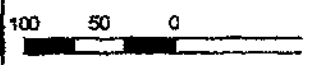
Electora

The contents of Bylaw No. 51 and consolidated for convenience made to ensure the accuracy however, the Regional District and does not accept responsibility suffered by users as a result advised that this material is in accordance with the Evidence. For legal purposes, certified from the Regional District Secretary.

It is the responsibility of the user to determine the regulations applicable to land and ensure conformance.

To determine if a property is in a certain zone, refer to the applicable Official Zoning Bylaw.

1:5



UTM

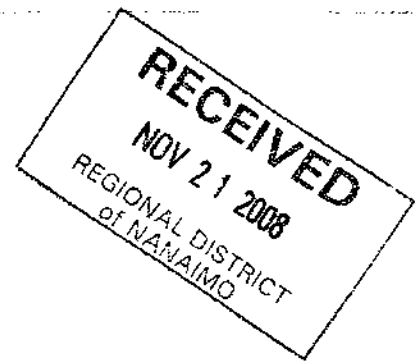
Map derived from the Official Zoning Bylaw. This map is produced by the Regional District of Strathcona County using the data provided by the Strathcona County Planning Department.

92F.037.2.4	
92F.037.2.2	
92F.027.4.4	

Revision Date :

Print Date :

Arlington Hotel
2414 Island Highway East
Nanose Bay, BC, V9P 9E2



Regional District of Nanaimo
6300 Hammond Bay Road
Nanaimo, BC
V9T 6N2

TO BOARD OF DIRECTORS REGIONAL DISTRICT OF NANAIMO

After constant requests by our hotel guests to have the Arlington Pub open for one hour extra on Sundays we have applied to Regional District of Nanaimo for approval of my application. Presently the bar is open from 11AM until 1AM Monday to Saturday and from 11AM to 12 Midnight on Sundays. I'm requesting an extension of one hour on Sundays which will make the hours of operation on Sunday the same as the rest of the week.

I have been told by the staff that an extensive process is required which includes a public hearing. This will cause a huge expense and delay. Since my request is for such a small item I am requesting that the Board of Directors relaxes the above mentioned requirements and approve my application.

Thank you for all for your time and consideration.

Arlington Hotel

A handwritten signature in black ink, appearing to be "Paul Manhas", written over a horizontal line.

Paul Manhas