

# Dan Johnson

Realtor®

*PEMBERTON  
HOLMES*

· ESTABLISHED 1887 ·

Information Package

For

***2453 Liggett Rd, Mill Bay***

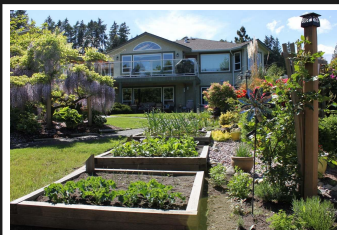




PEMBERTON  
HOLMES

· ESTABLISHED 1887 ·

# GARDENER'S DELIGHT IN MILL BAY!



2453 Liggett Road

OCEAN VIEW and a gardeners paradise in beautiful Mill Bay! This 5 bedroom/3 bathroom main level entry home with a full walk out basement has been beautifully maintained. The property with its' meandering gardens, beautiful flowers and lush shrubs and trees is absolutely stunning and sure to please the most discriminating buyer. This one should be on the garden tours for sure! The home has a spacious great room with vaulted ceilings, hardwood floors & beautiful rock gas insert fireplace. A gourmet kitchen with central island, built in wine rack & newer appliances is a cook's dream. An expansive master suite with ocean view, luxurious ensuite & deck access. A den, full bath, & large laundry room complete the main floor. Downstairs has 4 generous bedrooms, family/games room with wet bar, & impressive full bath. Other features include an oversized double garage, 600 sqft storage area with 6 ft high ceiling, efficient heat pump, 3 gas fireplaces & a large sun deck. This home was constructed for wheelchair access complete with a custom elevator lift & a gentle concrete path meandering through the beautiful formal landscaping. Call your agent to view today!

**Priced at**  
**\$849,900**

Area	Z3 Mill Bay	Age	1997
Bedrooms	5	Taxes	4527
Bathrooms	3	Tax Year	2019
Lot Size	0.36	MLS#	469060
Floor Space	3780	Parking	Garage - Dbl



DAN JOHNSON

Pemberton Holmes - Duncan

Scan this QR  
Code with your  
smart phone



(250) 746-8123  
wrkn4you@gmail.com  
www.DuncanBCRealEstate.ca

23 Queens Road  
Duncan, V9L 2W1





<b>2453 LIGGETT ROAD</b>		<b>MLS® 469060</b>	
Zone	<b>Zone 3- Duncan</b>	Listing Status	<b>Active</b>
Sub Area	<b>Z3 Mill Bay</b>	Title	<b>Freehold/Strata</b>
City	<b>MILL BAY</b>	Possession	
Sub/Complex		Current Price	<b>\$849,900</b>
Cross Street		Sale Price	
Property Type	<b>Single Family</b>	Date Sold	
Style	<b>M Lev Ent w/Bsmt</b>		
Taxes	<b>\$4,527 (2019)</b>		
PID#	<b>018-071-287</b>		
Age			
Year Built	<b>1997</b>		
Postal Code	<b>V0R 2P4</b>		
Zoning	<b>Single Family R3</b>		
Zoning Jurisdiction	<b>Cowichan Valley Regional District</b>		

INTERIOR	STYLE	FEATURES
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Bedrooms	<b>5</b>	Exterior Finish	<b>Stucco</b>	Insulation	<b>Walls:Yes Cell:Yes</b>
Bathrooms	<b>3</b>	Roof	<b>Fiberglass Shingle</b>	Fuel	<b>Electric</b>
Ensuite	<b>1</b>	Construction	<b>Frame</b>	Heating	<b>Heat Pump</b>
# of Fireplaces	<b>3</b>	Mobile Approval		Water	<b>Municipal</b>
Fireplace Types	<b>Propane</b>	Foundation	<b>Yes</b>	Sewer	<b>Connected</b>
		Flooring	<b>Mixed</b>		

Basement Type	<b>Full</b>	Bsmt Devel	<b>Fully Finished</b>
Chattels	<b>FRIDGE, STOVE, BAR FRIDGE, WASHER, DRYER, STAND UP FREEZER</b>		
Amenities	<b>Wheelchair Access, Garden Area, Built In Vacuum, Main Level Entry, Sprinkler System, Fully Fenced</b>		

COMPLEX INFORMATION			
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Strata Fee	Units in Bldg	Storeys	Laundry
Display Suite#	Units Projects	Levels of Suite	Air Cond.
Fee Incl		# Covered Parking Spaces <b>2</b>	
Outdoor Area			
Access By			
Shared Amenities			

# of Rooms 15 (Total Sqft: 3,780 )	FLOOR AREA (sqft)			
------------------------------------	-------------------	--	--	--

	Down	Main	Up	Other	Finished	<b>3,780</b>	Unfinished	
Entrance		<b>10x6</b>			Downstairs	<b>1,890</b>	Main Level	<b>1,890</b>
Living Room		<b>19'3x16'1</b>			Upper Level		Other	

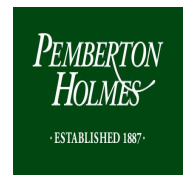
EXTERIOR FEATURES			
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Dining Room		<b>11x10'3</b>			Lot Width		Lot Acres	<b>0.358</b>
Kitchen		<b>14'7x14'4</b>			Lot Depth		Lot Size	<b>15,594</b>
Laundry/Utli		<b>10'2x6'10</b>			Lot Shape			
Den		<b>12'2x11'8</b>			Parking Type	<b>Garage - Double</b>		
Master Bedroom		<b>18'6x15'11</b>			Site Influences	<b>View - Mountain, View - Ocean, Shopping Nearby, Recreation Nearby, Landscaped, Marina Nearby</b>		
Garage		<b>25x23'8</b>			Elementary	<b>GEORGE BONNER</b>		
Family Room	<b>17'10x15'5</b>				Middle			
Eating Nook	<b>10'5x9'2</b>				Secondary	<b>FRANCES KELSEY</b>		
Other	<b>11'6x7</b>				Legal Description	<b>LOT H, DLOT 47, LDIST 29, VIS2597</b>		
Bedroom	<b>20'7x12'3</b>				Restrictions			
Bedroom	<b>17'5x11'2</b>				Mortgage Info	<b>Must be Paid Off</b>	Tax Roll Number	
Bedroom	<b>16'1x10</b>				Listed By	<b>Pemberton Holmes Ltd. (Dun)</b>		
Bedroom	<b>12'6x10'5</b>							
Bathroom		<b>4pc</b>						
Ensuite		<b>3pc</b>						
Bathroom	<b>4pc</b>							

**GARDENERS PARADISE in beautiful Mill Bay!** This 5 bed, 3 bath main level entry home with a full walk out basement has been beautifully maintained. The property with its' meandering gardens, beautiful flowers and lush shrubs and trees is absolutely stunning and sure to please the most discriminating buyer. This one should be on the garden tours for sure! The home has a spacious great room with vaulted ceilings, hardwood floors & beautiful rock gas insert fireplace. A gourmet kitchen with central island, built in wine rack & newer appliances is a cook's dream. An expansive master suite with ocean view, luxurious ensuite & deck access. A den, full bath, & large laundry room complete the main floor. Downstairs has 4 generous bedrooms, family/games room with wet bar, & impressive full bath. Other features include an oversized double garage, 600 sqft storage area (6 ft high, efficient heat pump, 3 gas fireplaces & a large sun deck. Home is wheelchair friendly with custom elevator lift.



This listing information is provided to you by:  
**DAN JOHNSON** - Representative  
 ☎ 250-709-4987  
 Agent Email [wrkn4you@gmail.com](mailto:wrkn4you@gmail.com) Agent Website <http://DuncanBCRealEstate.ca>  
**Pemberton Holmes Ltd. (Dun)**  
 ☎ 250-746-8123 📠 250-746-8115  
 Office Email [duncan@pembertonholmes.com](mailto:duncan@pembertonholmes.com) Office Website <http://www.pembertonholmesduncan.com>  
 23 QUEENS ROAD DUNCAN V9L 2W 1  
 The above information is from sources deemed reliable but it should not be relied upon without independent verification.  
 Not intended to solicit properties already listed for sale. \* Personal Real Estate Corporation. Jul 3, 2020.





<b>2453 LIGGETT ROAD</b>		<b>MLS® 469060</b>	
Zone	<b>Zone 3- Duncan</b>	Listing Status	<b>Active (Unapproved)</b>
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# of Fireplaces	<b>3</b>	Mobile Approval		Water	<b>Municipal</b>
Fireplace Types	<b>Natural Gas</b>	Foundation	<b>Yes</b>	Sewer	<b>Connected</b>
		Flooring	<b>Mixed</b>		
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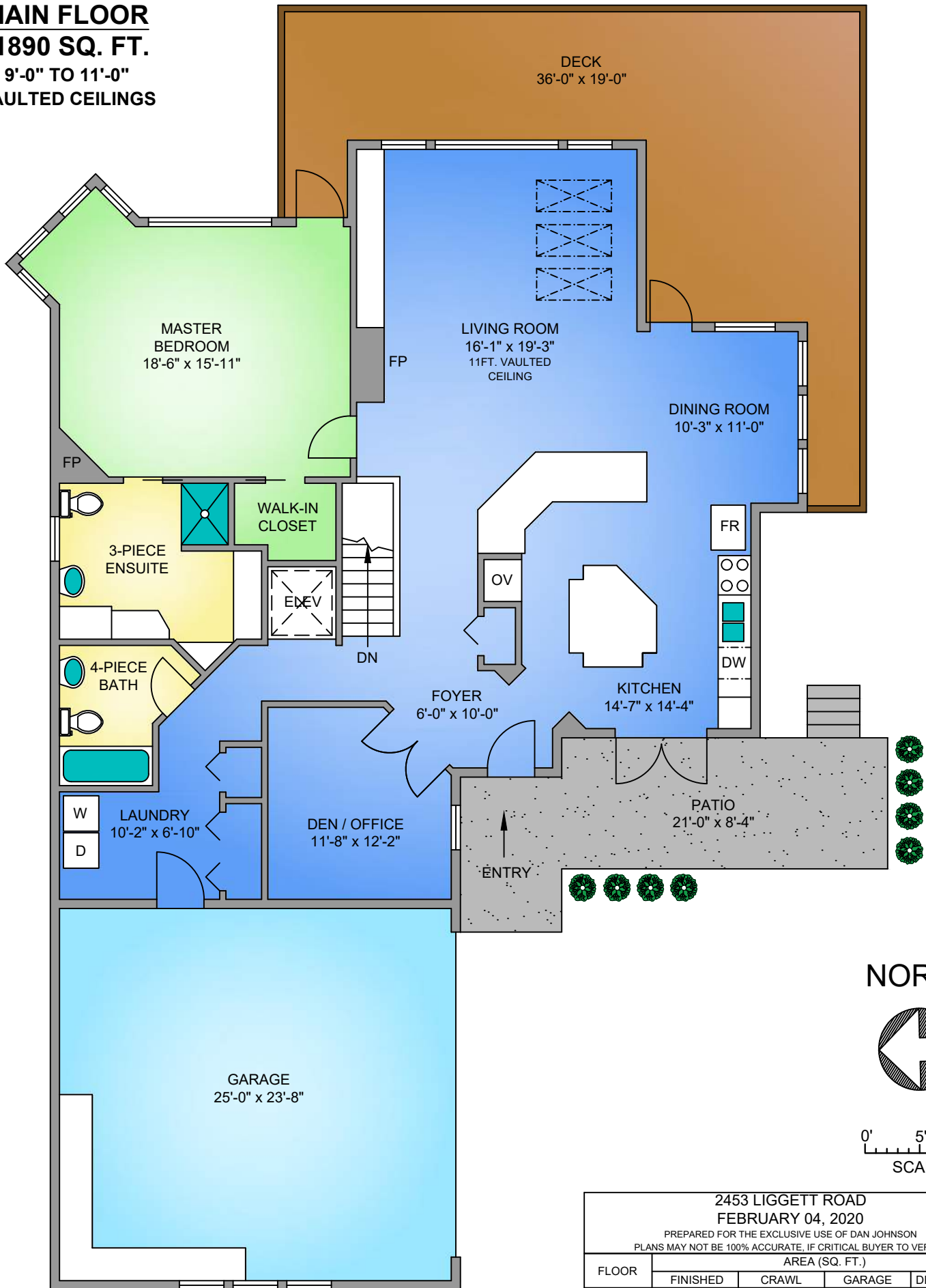
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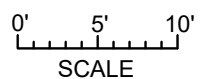
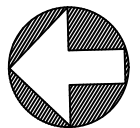
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**MAIN FLOOR**  
**1890 SQ. FT.**  
 9'-0" TO 11'-0"  
 VAULTED CEILINGS



NORTH

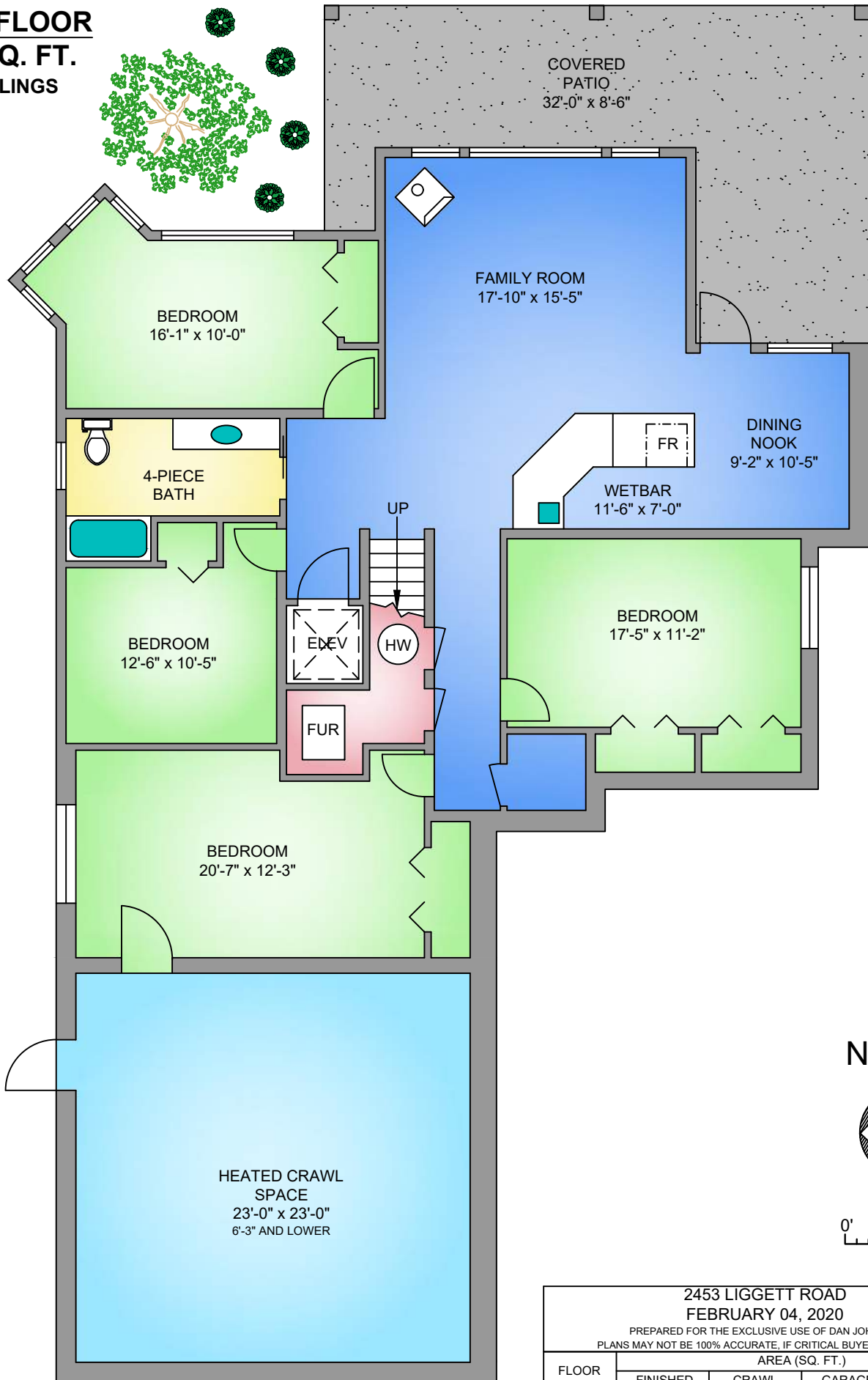


2453 LIGGETT ROAD FEBRUARY 04, 2020				
PREPARED FOR THE EXCLUSIVE USE OF DAN JOHNSON PLANS MAY NOT BE 100% ACCURATE, IF CRITICAL BUYER TO VERIFY.				
FLOOR	AREA (SQ. FT.)			
	FINISHED	CRAWL	GARAGE	DECK / PATIO
MAIN	1890	-	632	690
LOWER	1890	632	-	410
TOTAL	3780	632	632	1100

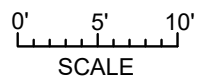
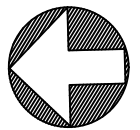
# LOWER FLOOR

1890 SQ. FT.

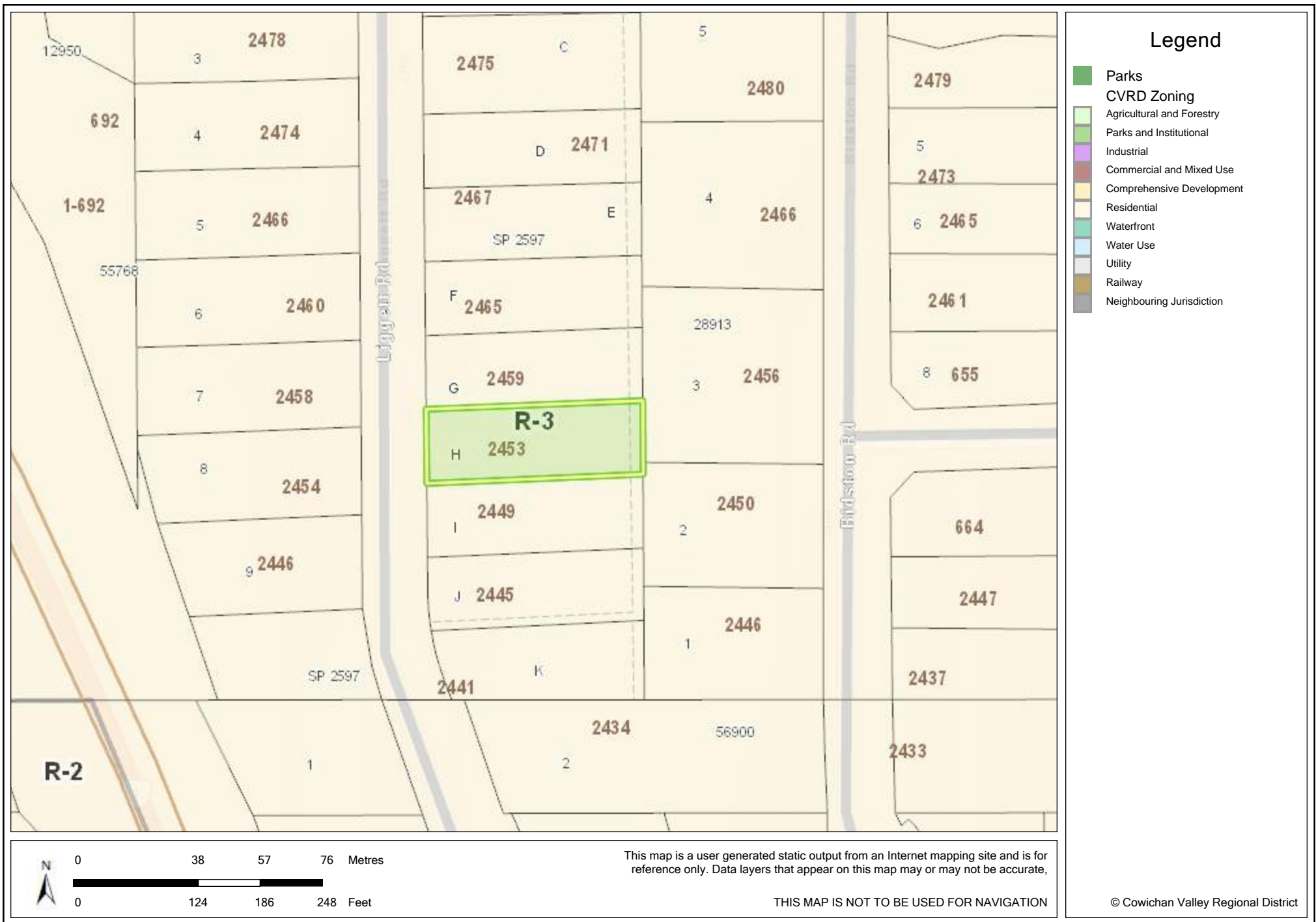
8'-0" CEILINGS



NORTH



2453 LIGGETT ROAD				
FEBRUARY 04, 2020				
PREPARED FOR THE EXCLUSIVE USE OF DAN JOHNSON				
PLANS MAY NOT BE 100% ACCURATE, IF CRITICAL BUYER TO VERIFY.				
FLOOR	AREA (SQ. FT.)			
	FINISHED	CRAWL	GARAGE	DECK / PATIO
MAIN	1890	-	632	690
LOWER	1890	632	-	410
TOTAL	3780	632	632	1100





## 10.9 **R-3 VILLAGE RESIDENTIAL 3 ZONE**

Subject to compliance with the general regulations set out in Parts 4, 5, 6 and 7 of this Bylaw, the following regulations apply in the R-3 Zone:

### 1. **Permitted Uses**

The following principal uses and no others are permitted in the R-3 Zone:

- a. Single-family dwelling;
- b. Horticulture;

The following accessory uses are permitted in the R-3 Zone:

- c. Accessory dwelling unit or secondary suite;
- d. Bed and breakfast accommodation;
- e. Farm gate sales, accessory to horticulture and limited agriculture;
- f. Home-based business;
- g. Limited agriculture, on parcels 0.4 ha or larger;
- h. Unlicensed daycare and group daycare;
- i. The keeping of chickens in Cobble Hill only, in association with a single-family dwelling, excluding roosters, subject to Section 10.9.7.

### 2. **Impervious Surfaces and Parcel Coverage Limit**

Impervious surface coverage of a parcel in the R-3 Zone shall not exceed 35%, of which not more than 30% may be parcel coverage.

### 3. **Setbacks**

The following minimum setbacks for buildings and structures apply as shown for in each electoral area in the R-3 Zone:

Type of Parcel Line	Electoral Area A – Mill Bay/Malahat		Electoral Area C – Cobble Hill	
	Residential Uses	Accessory Uses	Residential Uses	Accessory Uses
Front	7.5 m	7.5 m	7.5 m	7.5 m
Interior Side	3 m	3 m	3 m	3 m
Exterior Side	4.5 m	4.5 m	4.5 m	4.5 m
Rear	4.5 m	3 m	4.5 m	3 m
Line adjoining Agricultural Resource 1 Zone	10 m	10 m	10 m	10 m



#### 4. Building Height

The maximum height of buildings and structures in the R-3 Zone shall not exceed the limits shown for each electoral area in the table below:

Maximum Height by Type of Building or Structure	Electoral Area A – Mill Bay/Malahat East of Trans-Canada Highway*	Electoral Area A – Mill Bay/Malahat West of Trans-Canada Highway	Electoral Area C Cobble Hill
Residential	7.5 m	10 m	10 m
Accessory	6 m	6 m	7.5 m

\* Except for that portion of District Lot 82, Malahat District which lies east of the Trans-Canada Highway, for which the principal building height limit is 10 metres.

#### 5. Minimum Lake and Ocean Frontage Requirement

No parcel being created by subdivision in the R-3 Zone that fronts on a lake or ocean shall have a total water frontage along a lake or ocean of less than 22 metres or 12% of total lot perimeter, whichever is greater.

#### 6. Minimum Parcel Size

The minimum parcel size for each electoral area in the R-3 Zone is shown in the table below:

Level of Service to the Parcel	Electoral Area A – Mill Bay/Malahat	Electoral Area C – Cobble Hill
Community water and community sewer	1675 m <sup>2</sup>	900 m <sup>2</sup>
Community water only	2000 m <sup>2</sup>	2000 m <sup>2</sup>
No community water or sewer	1 hectare	1 hectare

#### 7. Keeping of Chickens

The keeping of chickens in the R-3 Zone under Section 10.9.1.i is subject to the following conditions:

- a. The keeping of chickens is permitted in Cobble Hill only;
- b. The parcel of land upon which the chicken keeping is occurring must not be less than 900 m<sup>2</sup> in area;
- c. Not more than 6 (six) female chickens (hens) shall be permitted on a single parcel of land at any one time;
- d. Roosters are prohibited;
- e. A roofed, enclosed coop shall be provided with a minimum floor area of 0.4 m<sup>2</sup> per hen;

- f. The enclosure for the chickens shall be at grade (on the ground) and have a minimum of 1 m<sup>2</sup> of enclosed run area per hen;
- g. The chickens shall be kept in the back yard of the parcel, in a clean and tidy fenced area, secured in such a fashion as to keep predators and vermin away from the chickens and their eggs;
- h. A chicken coop is subject to the setback regulations in Section 10.9.3, and a chicken enclosure shall be no closer than 3 metres to any parcel line.

**TITLE SEARCH PRINT**

2020-02-05, 16:29:44

File Reference:

Requestor: Dan Johnson

Declared Value \$340500

**\*\*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** CA5920511  
From Title Number CA4918176

**Application Received** 2017-04-07

**Application Entered** 2017-04-19

**Registered Owner in Fee Simple**  
Registered Owner/Mailing Address: GARRETT LEIGH CORMACK, INFORMATION TECHNOLOGIST  
DANNY JOHN PASICHNYK, REGISTERED NURSE  
2453 LIGGETT ROAD  
MILL BAY, BC  
VOR 2P4  
AS JOINT TENANTS

**Taxation Authority** Nanaimo/Cowichan Assessment Area

**Description of Land**  
Parcel Identifier: 018-071-287  
Legal Description:  
STRATA LOT H, DISTRICT LOT 47, MALAHAT DISTRICT, STRATA PLAN VIS2597  
TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE  
UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1

**Legal Notations**  
HERETO INTER ALIA IS ANNEXED EASEMENT EG3593 OVER PART OF  
STRATA LOTS A, B, C, D, E, F, G, I, J, K, STRATA PLAN  
VIS2597 AS SHOWN ON PLAN VIP55769



**TITLE SEARCH PRINT**

2020-02-05, 16:29:44

File Reference:

Requestor: Dan Johnson

Declared Value \$340500

**Charges, Liens and Interests**

Nature:	EXCEPTIONS AND RESERVATIONS
Registration Number:	M76300
Registered Owner:	ESQUIMALT AND NANAIMO RAILWAY COMPANY
Remarks:	INTER ALIA A.F.B. 9.693.7434A DD 5645; 68726G; SECTION 172(3) FOR ACTUAL DATE AND TIME OF REGISTRATION SEE ORIGINAL GRANT FROM E & N RAILWAY COMPANY

Nature:	EASEMENT
Registration Number:	EG3593
Registration Date and Time:	1993-01-12 15:14
Remarks:	INTER ALIA PART AS SHOWN ON PLAN VIP55769 APPURTENANT TO STRATA LOTS A, B, C, D, E, F, G, I, J, K, AND THE COMMON PROPERTY OF STRATA PLAN VIS2597

Nature:	STATUTORY BUILDING SCHEME
Registration Number:	EG3595
Registration Date and Time:	1993-01-12 15:14
Remarks:	INTER ALIA SECTION 216 L.T.A.

Nature:	MORTGAGE
Registration Number:	CA5920512
Registration Date and Time:	2017-04-07 10:55
Registered Owner:	THE TORONTO-DOMINION BANK

**Duplicate Infeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE

93 JA 12 15 14 6

EG003595

RECEIVED 50  
LAND TITLE OFFICE  
LAND TITLE ACT  
FORM 35

DECLARATION OF BUILDING SCHEME

NATURE OF INTEREST: Charge: Building Scheme  
HEREWITH FEES OF: \$

Name, Address, Telephone  
number of person  
presenting application:

Address of Person Entitled to  
Apply to Register this Building  
Scheme:

PETER NIKOLICH  
Barrister & Solicitor  
#500 - 1111 Blanshard St.  
Victoria, B.C. V8W 2H7  
(604) 388-6600

*[Handwritten Signature]*

Signature of Applicant's  
Solicitor or Authorized  
Agent

Phoenix Estates Ltd.  
300 - 1111 Blanshard Street  
Victoria, B.C.  
V8W 2H7

01/12/93 A7608a CHARGE 50.00  
K

The applicant hereby authorizes the Victoria Land Title Office to  
insert the ~~Strata~~ Plan number where required in this document.

WE, PHOENIX ESTATES LTD. (Inc. No. 352115) of 300-1111  
Blanshard Street, Victoria, B.C. V8W 2H7, DECLARE:

1. We are the registered owners in fee simple of the following  
land (hereinafter called "the lots"):  
Lots 1 through 9, District Lot 47, Malahat District, Plan  
VIP 55768, and,  
Strata Lots A through K, District Lot 47, Malahat District,  
Strata Plan VIS 2597.
2. We hereby create a building scheme relating to the lots.
3. A sale of any of the lots is subject to the restrictions  
enumerated in the schedule attached or annexed hereto.
4. The restrictions shall be for the benefit of all the lots.

Officer Signature(s):

*[Handwritten Signature]*

Execution Date

Y	M	D
93	01	11

D. LAURENCE ARMSTRONG  
Barrister & Solicitor  
STE. 300 - 1111 BLANSHARD ST.  
VICTORIA, B.C. V8W 2H7  
(604) 388-6600

Party(ies) Signature(s):

PHOENIX ESTATES LTD. by  
it's authorized signatory:

*[Handwritten Signature]*

RONALD CHARLES COUTRE

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other  
person authorized by the Evidence  
Act, R.S.B.C. 1979, c. 116, to take affidavits for use in British  
Columbia and certifies the matters set out in Part 5 of the Land  
Title Act as they pertain to the execution of this instrument.

SCHEDULE OF RESTRICTIONS

See attached Schedule "A"

*[Handwritten Signature]*

2

LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED


Page 2 of 7 Pages

Execution Date

Y M D

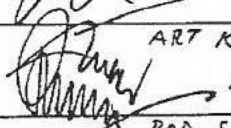
Officer Signature(s)

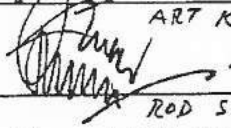
Transferor/Borrower/Party  
Signature(s)


 93 01 08

FIRST ISLAND FINANCIAL  
SERVICES LTD. by its authorized  
signatories:

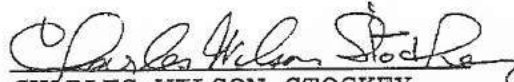
**D. LAURENCE ARMSTRONG**  
*Barrister & Solicitor*  
STE. 300 - 1111 BLANSHARD ST.  
VICTORIA, B.C. V8W 2H7  
(604) 388-6600

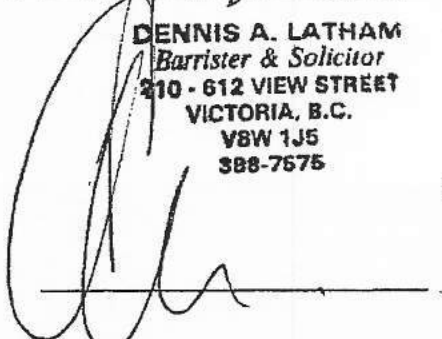
Name:  ART KOOL

Name:  ROD SIKES  
Mortgage No.: EF94410  
Assignment of Rents No.: EF94411

 93 01 11


**DENNIS A. LATHAM**  
*Barrister & Solicitor*  
210 - 612 VIEW STREET  
VICTORIA, B.C.  
V8W 1J5  
388-7675

  
CHARLES WILSON STOCKEY  
Mortgage No.: EF94412

 93 01 08

**ROBERT C. ELLINGTON**  
*Notary Public*  
204 - 1006 FORT STREET  
VICTORIA, B.C. V8V 3E4

L. WERGELAND CONSTRUCTION LTD.  
by its authorized signatory:

  
LEIF WERGELAND  
Mortgage No.: EF114389

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1979, c. 116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.



3


## SCHEDULE "A"

## SCHEDULE OF RESTRICTIONS

1. Any consents or approvals necessary pursuant to the following restrictions shall be in writing and, until such time as all of the lots have been disposed of, obtained from Phoenix Estates Ltd. (hereinafter referred to as "the Approving Body") or its agent, or nominee, who may also relax, waive or modify any of these restrictive covenants, with respect to any undisposed of lots, as it in its sole discretion may see fit. ✓

2. There shall be no commencement of site preparation, including filling and excavating, or the construction of any improvement or alteration thereof until a complete set of plans, signed by the owner(s) has been deposited with the Approving Body or its agent, or nominee and approval therefore has been obtained as hereinbefore provided, it being the intent of these restrictive covenants that all improvements, including dwellings, fences and landscaping are to be controlled as to design, siting, height, set backs, type of materials used and exterior colour schemes AND IN PARTICULAR, but without restricting the generality of the foregoing, no improvement constructed on the lots shall have an exterior finish other than brick, stucco, rock/stone or cedar wood siding and all dwellings constructed on the lots shall have an enclosed two (2) car garage and shall not be permitted to have any carport. For greater clarity and certainty, it is the intent of these restrictive covenants to ensure a variety in set backs and dwelling types to be built upon the lots and to ensure that all dwellings and improvements are suited to the particular lot on which they are to be located.

3. Commencement of any improvements, or any addition or alteration thereto, shall begin within one (1) year after the date of receipt of approval for same, failing which the consent and approval shall expire and become null and void. No lot shall be left so that improvements shall not have been completed within six (6) months from the date of commencement of site preparation or issuance of a building permit, whichever comes first. Without restricting the generality of the foregoing, no lot shall be permitted to remain unlandscaped after one (1) year from the date of issuance of a building permit.



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Page 4 of 7

4. No buildings, dwellings, structures or vegetation shall be built, placed, constructed or permitted to grow on the below indicated lots to a height greater than as stipulated below measured from the finished centreline of asphalt on Liggett Road at the point of intersection of the said centreline of asphalt with the westerly production of the southerly boundary of the indicated lot:

Strata Lot A	-	6.0 metres
Strata Lot B	-	5.1 metres
Strata Lot C	-	4.1 metres
Strata Lot D	-	3.5 metres
Strata Lot E	-	3.3 metres
Strata Lot F	-	3.0 metres
Strata Lot G	-	2.3 metres
Strata Lot H	-	2.2 metres
Strata Lot I	-	2.1 metres
Strata Lot J	-	1.5 metres
Strata Lot K	-	2.3 metres

5. No lot, after the initial sale thereof by the Developer, shall, after request by the Approving Body, be left in such a state that trees or vegetation thereon impede (in the Approving Body's sole opinion) the view from any other lot or lots and to this end the Approving Body may require that, at no expense to the owner, any trees or vegetation be removed, topped or otherwise modified from time to time, and no owner of any lot shall cancel or restrict in any way the right of the Approving Body to take such steps as it deems appropriate in this regard.

6. No buildings or structures shall be built, placed or constructed on those parts of Strata Lots A, B, C, D, E, F, G, H, I or J lying easterly of a line and its extensions drawn parallel to and perpendicularly distant 30.0 metres from the easterly boundaries of the said Strata Lots.

7. No buildings or structures shall be built, placed or constructed on that part of Strata Lot K lying easterly of a line and its extensions drawn parallel to and perpendicularly distant 25.0 metres from the easterly boundary of the said Strata Lot.

8. No buildings or structures shall be built, placed or constructed on those parts of Lots 1, 2, 3, 4, 5, 6, 7, 8 or 9 lying easterly of a line and its extensions drawn parallel to and perpendicularly distant 12.0 metres from the easterly boundaries of the said Lots.

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Page 5 of 7

9. No improvement or lot shall be allowed to become unsightly, untidy or in a state of disrepair, it being the intent of these covenants that the surroundings shall be maintained at all times in a neat and attractive state and condition.
10. No lot shall have erected upon it more than one dwelling for one family or household unit with such further structures as may be necessary or incidental to the use of such unit.
11. No mobile/manufactured home, trailer or camper shall be used on any lot as a residence, or for any residential purpose, and no mobile/manufactured home shall be parked, stored, placed or located on any lot for any purpose, whether temporary or permanent.
12. No existing dwelling shall be moved onto or otherwise placed on any lot for any purpose, it being the intent of this restriction to ensure that all buildings are erected as new construction.
13. No dwelling shall be erected which shall have a main floor area of less than fourteen hundred (1400) square feet inclusive of outer walls, but exclusive of any garage, covered extension, patio, porch or other appendage.
14. No building shall be used for any purpose other than that of a single family residence. In particular, but without restricting the generality of the foregoing, no building shall be used at any time for the purpose of any profession, trade, vocation, commercial enterprise of any description, nor as a hospital, charitable, religious or educational institution, apartment, boarding or lodging house.
15. Except for a maximum of three (3) private passenger automobiles per dwelling unit, no chattels, including but without restricting the generality thereof, trailers, campers, motor homes, trucks (with or without commercial signage), motorcycles and boats, shall be parked, placed or situated on any lot except in a garage or in an area situated on the lot which is bounded by screening approved by the Approving Body.
16. No pole, mast, clothesline, satellite dish, antenna or similar object of any kind shall be erected or installed on any lot or on the exterior of any building, save and except an umbrella type clothesline.



6

Page 6 of 7

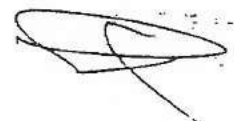
17. No animals, birds or livestock other than domestic household pets shall be kept on any lot at any time for any purpose.

18. No water from any stream, culvert, ditch or pond within the subdivision shall be diverted, dammed, drained or otherwise interfered with.

19. In the event of any breach by an owner of these restrictive covenants continuing for a period of thirty (30) days after notice in writing delivered to the owner of the lot by the Approving Body, or its agent or nominee, requesting the owner to remedy such breach, such body may cause such work as may be necessary to cure the breach to be performed and the cost thereof, including any administrative costs and legal costs, shall be a debt owing by the owner, payable on delivery to the owner of the lot of an invoice for such work.

20. Any approval being granted or refused as aforesaid shall be final and binding and shall not be open to question by any owner(s) of any of the lots. Failure of the Approving Body, or its agent or nominee, to enforce these restrictive covenants or to exercise its power in a judicial manner shall not render it or its agent or nominee liable in damages or to any claims or demands whatsoever.

21. The foregoing restrictions shall not be construed so as to require any changes to the present states of Lot 2 or Strata Lot C (on which there are existing dwellings), however, any alterations to the present states of the said Lot 2 or Strata Lot C and any new improvements thereon, or any additions or alterations thereto, shall be subject to the said restrictions.




  
EG 3595

Page 7 of 7

**CONSENT AND PRIORITY AGREEMENT OF CHARGE HOLDERS**

FIRST ISLAND FINANCIAL SERVICES LTD., CHARLES WILSON STOCKEY and L. WERGELAND CONSTRUCTION LTD., being the holders of Mortgages and/or an Assignment of Rents charging the lands herein, consent to the registration of the above Statutory Building Scheme and agree that it shall have priority over such mortgage and assignment of rents charges, as evidenced by the said FIRST ISLAND FINANCIAL SERVICES LTD., CHARLES WILSON STOCKEY and L. WERGELAND CONSTRUCTION LTD. signing the Form C attached hereto.

**END OF DOCUMENT**  


15 JAN 15 11 40

EG003594

93 JA 12 15 11 40

EG003593

3594

RECEIVED  
LAND TITLE ACT  
FORM C

RECEIVED  
LAND TITLE OFFICE  
VICTORIA

(Section 219.81)

Province of  
British Columbia

10#  
500.00

5

2#

2x \$50

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

PAGE 1 of 9 pages

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

ARMSTRONG MEYER NIKOLICH  
Barristers & Solicitors  
Suite 300 - 1111 Blanshard Street  
Victoria, B.C. V8W 2H7  
Telephone: (604) 388-6600

THE LAND TITLE OFFICE IS AUTHORIZED TO  
INSERT THE PLAN NOS. WHERE APPROPRIATE  
IN THIS DOCUMENT.

X *Kay Johnston*  
signature of applicant, applicant's solicitor or agent

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

(PID)

(LEGAL DESCRIPTION)

Strata Lots A, B, C, D, E, F, G, H, I, J and K, District Lot 47, Malahat  
District, Strata Plan VIS 2597

3. NATURE OF INTEREST: \*

DESCRIPTION

DOCUMENT REFERENCE  
(page and paragraph)

PERSON ENTITLED TO INTEREST

SEE SCHEDULE

D1/12/93 A7608a CHARGE 100.00 /B

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

- (a) Filed Standard Charge Terms  D.F. Number:
- (b) Express Charge Terms  Annexed as Part 2
- (c) Release  There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S)/GRANTOR(S): \*

PHOENIX ESTATES LTD. (Inc. No. 352115)  
FIRST ISLAND FINANCIAL SERVICES LTD. (Inc. No. 116225)  
CHARLES WILSON STOCKEY  
L. WERGELAND CONSTRUCTION LTD. (Inc. No. 93357)

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

PHOENIX ESTATES LTD. (Inc. No. 352115), 300 - 1111 Blanshard Street, Victoria, B.C. V8W 2H7  
THE OWNERS, STRATA PLAN NO. VIS 2597, 300 - 1111 Blanshard Street, Victoria, B.C. V8W 2H7

*[Handwritten signature]*

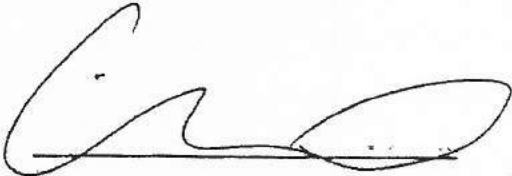
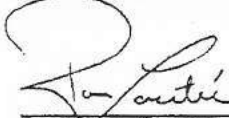
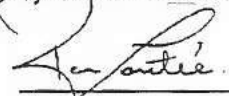
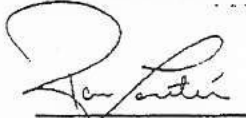


2

GENERAL INSTRUMENT - PART 1

7. ADDITIONAL OR MODIFIED TERMS:  
N/A

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

Officer Signature(s)	Execution Date	Party(ies) Signature(s)												
	<table border="1"> <tr> <th>Y</th> <th>M</th> <th>D</th> </tr> <tr> <td>93</td> <td>01</td> <td>11</td> </tr> <tr> <td>93</td> <td>01</td> <td>11</td> </tr> <tr> <td>93</td> <td>01</td> <td>11</td> </tr> </table>	Y	M	D	93	01	11	93	01	11	93	01	11	
Y	M	D												
93	01	11												
93	01	11												
93	01	11												
		PHOENIX ESTATES LTD. by its authorized signatory(ies):												
PETER NICOLICH <i>Practitioner &amp; Solicitor</i> #3001 - 1111 Blanshard St. Victoria, B.C. V8W 2H7 (604) 388-6600		 RONALD CHARLES COUTRE												
		PHOENIX ESTATES LTD. by its authorized signatory(ies):												
		 RONALD CHARLES COUTRE												
		THE OWNERS, STRATA PLAN NO. VIS <u>2597</u> by its authorized signatory(ies):												
		 RONALD CHARLES COUTRE												

✓ (As to all signatures)

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act R.S.B.C. 1979, c. 116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

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


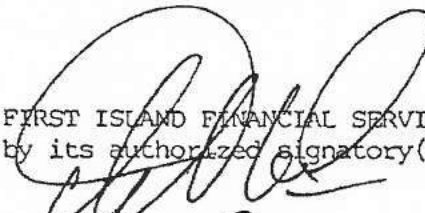
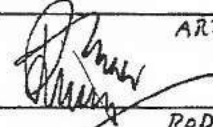
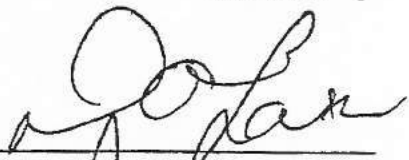
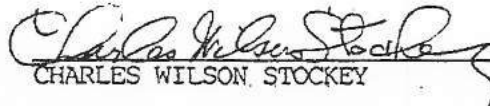
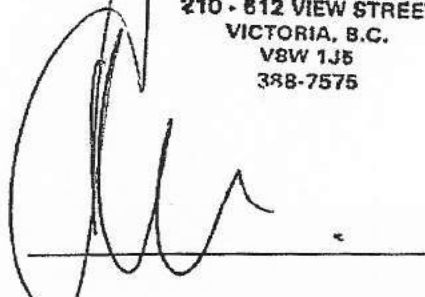
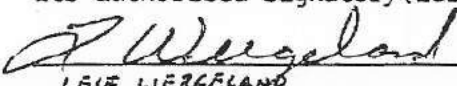
\*\* If space insufficient, continue executions on additional page(s) in Form D.



3

AND TITLE ACT  
ORM D

EXECUTIONS CONTINUED

Officer Signature(s)	Execution Date			Transferor/Borrower/Party Signature(s)
	Y	M	D	
 <b>D. LAURENCE ARMSTRONG</b> Barrister & Solicitor 578 300 - 1111 BLANSHARD ST. VICTORIA, B.C. V8W 2H7 (250) 388-6600	93	01	08	 FIRST ISLAND FINANCIAL SERVICES LTD. by its authorized signatory(ies):  ART KOOL ROD STOKES
 <b>DENNIS A. LATHAM</b> Barrister & Solicitor 210 - 612 VIEW STREET VICTORIA, B.C. V8W 1J5 388-7575	93	01	11	 CHARLES WILSON, STOCKEY
 <b>ROBERT C. ELLINGTON</b> Notary Public 204 - 1006 FORT STREET VICTORIA, B.C. V8V 3K4	93	01	08	 L. WERGELAND CONSTRUCTION LTD. by its authorized signatory(ies): LEIF WERGELAND

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1979, c. 116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

4

LAND TITLE ACT  
FORM E

Page 4 of 9 Pages

SCHEDULE

3. NATURE OF INTEREST:

Description	Document Reference	Person Entitled to Interest
EASEMENT OVER PART AS <sup>2.</sup> ENTIRE DOCUMENT <i>2. SHOWN ON PLAN V/S 55769</i>	PAGE 8	<i>2. STRATA LOTS A-K AND C.P.</i> <del>GRANTEE</del> STRATA PLAN V/S 2597 <i>2</i>
PRIORITY OVER MORTGAGE AND ASSIGNMENT OF RENTS NOS. EF94410 AND EF94411	PAGE 8	GRANTEE
PRIORITY OVER MORTGAGE NO. EF94412	PAGE 8	GRANTEE
PRIORITY OVER MORTGAGE NO. EF114389	PAGE 8	GRANTEE

5

Part 2

Page 5 of 9 Pages

THIS INDENTURE made the                    day of January, 1993,

BETWEEN:

PHOENIX ESTATES LTD. (Inc. No. 352115)  
300 - 1111 Blanshard Street  
Victoria, B.C. V8W 2H7,

(hereinafter called "the Grantor")

OF THE FIRST PART

AND:

PHOENIX ESTATES LTD. (Inc. No. 352115)  
300 - 1111 Blanshard Street  
Victoria, B.C., V8W 2H7

- and -

THE OWNERS, STRATA PLAN NO. VIS 2597  
300 - 1111 Blanshard Street  
Victoria, B.C., V8W 2H7

(hereinafter called "the Grantee")

OF THE SECOND PART

WHEREAS the Grantor is the registered owner of all that certain parcel or tract of land situate, lying and being in the Province of British Columbia, more particularly known and described as:

Strata Lots A, B, C, D, E, F, G, H, I, J and K, District Lot 47, Malahat District, Strata Plan VIS 2597

(hereinafter called the "Servient Tenement")



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Page 6 of 9 Pages

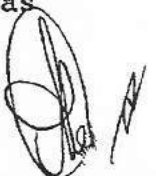
AND WHEREAS the Grantee is the registered owner of Strata Lots A, B, C, D, E, F, G, H, I, J, K and The Common Property, District Lot 47, Malahat District, Strata Plan VIS 2597 (hereinafter called the "Dominant Tenement").

AND WHEREAS the Grantor wishes to grant an easement to the Grantee burdening those parts of the Servient Tenement shown and described as Areas A, B, C, D, E, F, G, H, I, J and K on an Explanatory Plan of Easements over Strata Lots A - K, District Lot 47, Malahat District, Strata Plan VIS 2597 prepared by Leonard Orrico, B.C. Land Surveyor and certified by him on December 18, 1992, a copy of which is attached hereto (hereinafter referred to as "the Easement Area").

AND WHEREAS the Grantee requires an Easement to enter, cross and re-cross, and to install, construct, operate, maintain, inspect, alter, remove, replace, reconstruct and repair one or more sewage treatment plants, sewer pipes, storm drains, ditches, pipes, valves, fittings, meters, pumps, manholes or other equipment and appurtenances of every kind which the Grantee may require for the purposes of the Grantee (which sewage treatment plants, sewer pipes, storm drains, ditches, pipes, valves, fittings, meters, pumps, manholes or other equipment and appurtenances are hereinafter referred to as "the facilities").

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the premises and mutual covenants hereinafter contained, and the sum of ONE (\$1.00) DOLLAR of lawful money of Canada paid by the Grantee to the Grantor (the receipt of which is hereby acknowledged), the parties covenant and agree as follows:

1. The Grantor hereby grants and conveys and confirms unto the Grantee a free and uninterrupted easement for ingress and egress for all persons, vehicles and equipment along and over the said Easement Area by its servants, agents, employees and workmen for the purpose of installing, constructing, operating, maintaining, inspecting, altering, removing, replacing, reconstructing and repairing the facilities.
2. The Grantor shall not do any act, or knowingly suffer or permit any act to be done which may injure the facilities or any of them, but otherwise the Grantor shall have the right fully to use and enjoy the whole of the Servient Tenement and the Easement Area subject to, and so as not to interfere with, the rights and privileges of the Grantee.
3. Upon completion of construction and installation of the said facilities and upon completion of any inspection, alteration, removal, replacement, reconstruction or repair of the said facilities or any of them, the Grantee shall restore the surface of the ground of the said Servient Tenement and the Easement Area as



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Page 7 of 9 Pages

nearly as possible to the condition thereof at the time of the commencement of the work within the Easement Area.

4. The Grantor further grants to the Grantee, its servants, agents, employees, workmen and licensees, a license to pass and repass over and across the Servient Tenement with or without necessary tools and equipment for the purpose of ingress and egress to and from the Easement Area.

5. The Grantor hereby covenants with the Grantee not to make, place, erect or maintain, subsequent to the date hereof, any building, structure, evacuation, pile of material or obstruction in, under or on the Easement Area without the written consent of the Grantee first had and obtained. PROVIDED THAT the Grantor, his successors and assigns, shall be at liberty to construct, install, maintain and replace a driveway (whether paved, asphalted or otherwise) over the Easement Area for ingress and egress to the Servient Tenement for all purposes connected with the use and enjoyment of the Servient Tenement.

6. It is mutually agreed between the Grantee and the Grantor:

(a) That the easement shall be construed as running with the land, that no part of the fee shall pass or be vested in the Grantee under or by these presents and that the Grantor may use and enjoy the Servient Tenement and the Easement Area subject only to the rights and restrictions herein provided;

(b) That the expressions "Grantee" and "Grantor" herein contained shall be deemed to include the executors, administrators, successors and assigns of such parties wherever the context so admits;

(c) That wherever the singular or masculine are used in this indenture, they shall be construed as meaning the plural or feminine or the body corporate where the context or the parties hereto so require.

IN WITNESS WHEREOF the parties signing the Form C attached hereto agree to be bound by the terms of this Agreement.





Page 8 of 9 Pages

**CONSENT AND PRIORITY AGREEMENT OF CHARGE HOLDERS**

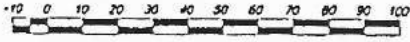
FIRST ISLAND FINANCIAL SERVICES LTD., CHARLES WILSON STOCKEY and L. WERGELAND CONSTRUCTION LTD., being holders of Mortgages and/or an Assignment of Rents charging the lands herein, consent to the registration of the above Easement and agree that it shall have priority over such mortgage and assignment of rents charges, as evidenced by the said FIRST ISLAND FINANCIAL SERVICES LTD., CHARLES WILSON STOCKEY and L. WERGELAND CONSTRUCTION LTD. signing the Form C attached hereto.



**EXPLANATORY PLAN OF EASEMENTS OVER STRATA LOTS A-K, DISTRICT LOT 47, MALAHAT DISTRICT, STRATA PLAN VIS**  
**PREPARED PURSUANT TO SECTION 99-1-e L.T.A.**

**PLAN VIP55769**  
 Deposited in the Land Title Office at Victoria, B.C. this \_\_\_\_\_ day of \_\_\_\_\_ 1992

REGISTRAR



BCGS 928,063

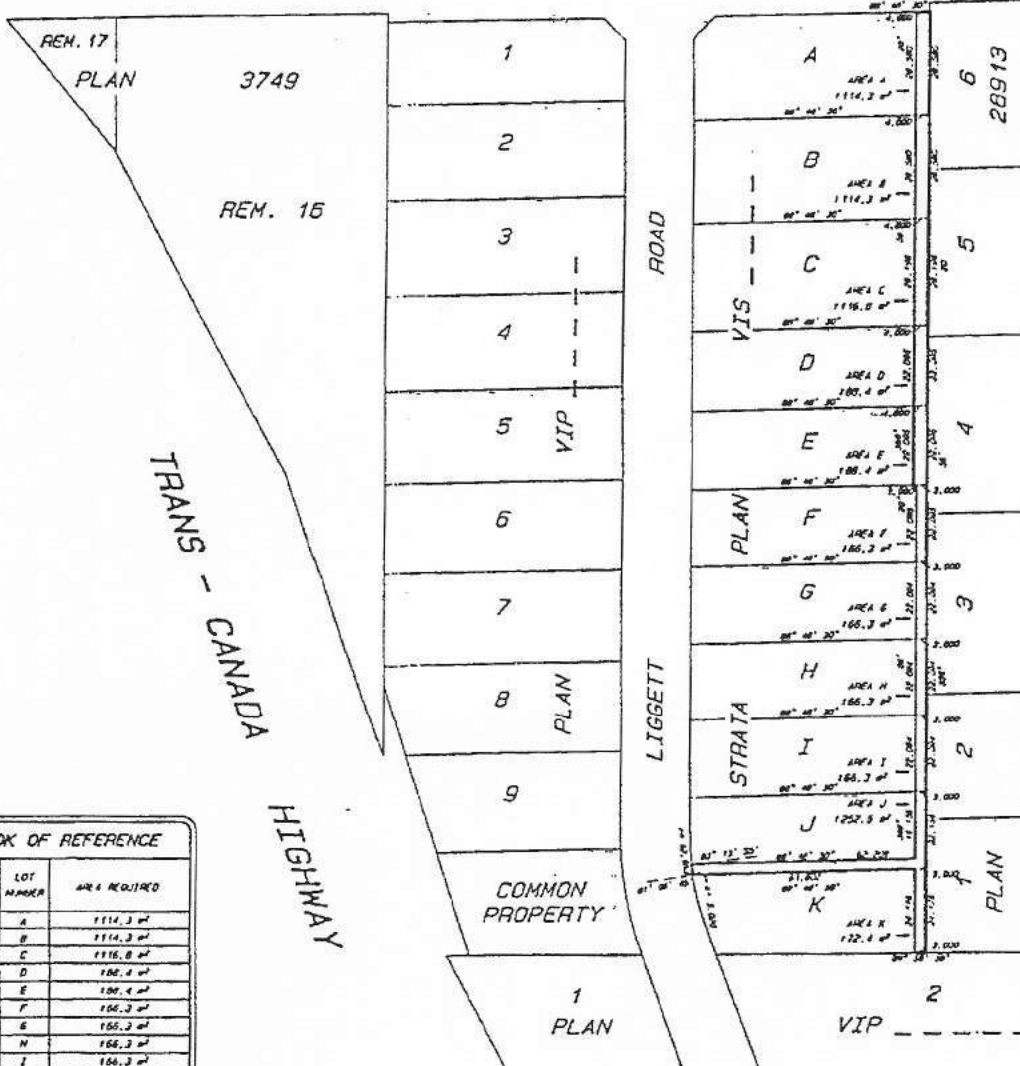
SCALE = 1 : 1000. All distances are in metres.

**LEGEND**

Astronomic bearings derived from Plan VIS

FRAYNE

ROAD



BOOK OF REFERENCE		
EASEMENT	LOT NUMBER	AREA REQUIRED
A	A	1114.3 m²
B	B	1114.3 m²
C	C	1116.8 m²
D	D	186.4 m²
E	E	186.4 m²
F	F	186.3 m²
G	G	186.3 m²
H	H	186.3 m²
I	I	186.3 m²
J	J	1752.5 m²
K	K	172.4 m²

File: 2176-00  
 Archive: 00-FRATN.EK  
 LEONARD ORTICO  
 B. C. Land Surveyor  
 4327 Duane Street  
 Victoria, B.C. V8E 1K7  
 TEL 479-1017 FAX 479-4479

**END OF DOCUMENT**

This Plan lies within the Cowichan Valley Regional District.

CERTIFIED CORRECT  
 THIS 18th day of December, 1992.

*Ed L. P.*  
 RCL



REG 3593/94

# ARMSTRONG MEYER NIKOLICH

D. LAURENCE ARMSTRONG  
PETER NIKOLICH  
RICHARD J. MEYER  
MILA NIKOLICH

10

SUITE 300, 1111 BLANSHARD STREET  
VICTORIA, B.C. V8W 2H7  
(604) 388-6600 FAX 388-6766

**BARRISTERS & SOLICITORS**

Our File No. 4676

January 12, 1993

Land Title Office  
Victoria, B.C.

Attention: Subdivisions

Dear Sir:

RE: Bare Land Strata Plan of Lot 10, District Lot 47,  
Malahat District, Plan VIP\_\_\_\_\_.

We confirm that we are the solicitors for Phoenix Estates Ltd. with respect to the abovenoted Bare Land Strata Plan.

We have discussed the registration of the reciprocal Easement (submitted concurrently with the Strata Plan) with Mr. Leader and request that you speak with him if you should have any questions in that regard.

We thank you for your cooperation and assistance, and remain,

Yours truly,

ARMSTRONG MEYER NIKOLICH

Per:   
Peter Nikolich



## INFORMATION ABOUT THE PROPERTY DISCLOSURE STATEMENT RESIDENTIAL

**If this disclosure statement is being used for bare land strata, use the Property Disclosure Statement – Strata Properties along with this form.**

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

### 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  
Jan 25 yr. 2020 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 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 RESIDENTIAL



Date of disclosure:  Jan 25, 2020

The following is a statement made by the seller concerning the premises or bare-land strata lot located at:

**ADDRESS/BARE-LAND STRATA LOT #:** 2453 Liggett Rd Mill Bay V0R 2P4 (the "Premises")

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.	<b>THE SELLER SHOULD INITIAL THE APPROPRIATE REPLIES.</b>			
1. LAND	YES	NO	DO NOT KNOW	DOES NOT APPLY
A. Are you aware of any encroachments, unregistered easements or unregistered rights-of-way?		[Handwritten Initials]		
B. Are you aware of any existing tenancies, written or oral?		[Handwritten Initials]		
C. Are you aware of any past or present underground oil storage tank(s) on the Premises?		[Handwritten Initials]		
D. Is there a survey certificate available?		[Handwritten Initials]		
E. Are you aware of any current or pending local improvement levies/charges?		[Handwritten Initials]		
F. Have you received any other notice or claim affecting the Premises from any person or public body?		[Handwritten Initials]		
2. SERVICES				
A. Indicate the water system(s) the Premises use: Municipal <input checked="" type="checkbox"/> Community <input type="checkbox"/> Private <input type="checkbox"/> Well <input type="checkbox"/> Not Connected <input type="checkbox"/> Other _____	[Handwritten Initials]			
B. Are you aware of any problems with the water system?		[Handwritten Initials]		[Handwritten Initials]
C. Are records available regarding the quantity of the water available?				[Handwritten Initials]
D. Indicate the sanitary sewer system the Premises are connected to: Municipal <input type="checkbox"/> Community <input checked="" type="checkbox"/> Septic <input type="checkbox"/> Lagoon <input type="checkbox"/> Not Connected <input type="checkbox"/> Other _____	[Handwritten Initials]			
E. Are you aware of any problems with the sanitary sewer system?		[Handwritten Initials]		
F. Are there any current service contracts; (i.e., septic removal or maintenance)?		[Handwritten Initials]		
G. If the system is septic or lagoon and installed after May 31, 2005, are maintenance records available?				[Handwritten Initials]
3. BUILDING				
A. To the best of your knowledge, are the exterior walls insulated?	[Handwritten Initials]			
B. To the best of your knowledge, is the ceiling insulated?	[Handwritten Initials]			
C. To the best of your knowledge, have the Premises ever contained any asbestos products?		[Handwritten Initials]		
D. Has a final building inspection been approved or a final occupancy permit been obtained?			[Handwritten Initials]	
E. Has the fireplace, fireplace insert, or wood stove installation been approved i.) by local authorities? <input type="checkbox"/> ii.) received WETT certificate? <input type="checkbox"/>			[Handwritten Initials]	
F. Are you aware of any infestation or unrepaired damage by insects or rodents?		[Handwritten Initials]		
G. Are you aware of any structural problems with any of the buildings?		[Handwritten Initials]		
H. Are you aware of any additions or alterations made in the last sixty days?		[Handwritten Initials]		
I. Are you aware of any additions or alterations made without a required permit and final inspection; e.g., building, electrical, gas, etc.?		[Handwritten Initials]		

[Handwritten Initials] <sup>DS</sup>  
[Handwritten Initials] <sup>DS</sup>  
**INITIALS**

Jan 25, 2020

PAGE 2 of 3 PAGES

DATE OF DISCLOSURE

ADDRESS/BARE-LAND STRATA LOT #: 2453 Liggett Rd

Mill Bay

VOR 2P4

3. BUILDING (continued):	YES	NO	DO NOT KNOW	DOES NOT APPLY
J. Are you aware of any problems with the heating and/or central air conditioning system?		<input checked="" type="checkbox"/>		
K. Are you aware of any moisture and/or water problems in the walls, basement or crawl space?		<input checked="" type="checkbox"/>		
L. Are you aware of any damage due to wind, fire or water?		<input checked="" type="checkbox"/>		
M. Are you aware of any roof leakage or unrepaired roof damage? (Age of roof if known: _____ years)		<input checked="" type="checkbox"/>		
N. Are you aware of any problems with the electrical or gas system?		<input checked="" type="checkbox"/>		
O. Are you aware of any problems with the plumbing system?		<input checked="" type="checkbox"/>		
P. Are you aware of any problems with the swimming pool and/or hot tub?				<input checked="" type="checkbox"/>
Q. Do the Premises contain unauthorized accommodation?		<input checked="" type="checkbox"/>		
R. Are there any equipment leases or service contracts; e.g., security systems, water purification, etc?	<input checked="" type="checkbox"/>			
S. Were these Premises constructed by an "owner builder," as defined in the Homeowner Protection Act, within the last 10 years? (If so, attach required Owner Builder Disclosure Notice.)		<input checked="" type="checkbox"/>		
T. Are these Premises covered by home warranty insurance under the Homeowner Protection Act? (Please visit BC Housing's New Home Registry for confirmation on home warranty insurance - <a href="https://lims.bchousing.org/LIMSPortal/registry/Newhomes/">https://lims.bchousing.org/LIMSPortal/registry/Newhomes/</a> )		<input checked="" type="checkbox"/>		
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? _____		<input checked="" type="checkbox"/>		
<b>4. GENERAL</b>				
A. Are you aware if the Premises has been used to grow marijuana (other than as permitted by law) or to manufacture illegal substances?		<input checked="" type="checkbox"/>		
B. Are you aware of any material latent defect as defined in Real Estate Council of British Columbia Rule 5-13(1)(a)(i) or Rule 5-13(1)(a)(ii) in respect of the Premises?		<input checked="" type="checkbox"/>		
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 Heritage Conservation Act or under municipal legislation?		<input checked="" type="checkbox"/>		


For the purposes of Clause 4.B. of this form, Council Rule 5-13(1)(a)(i) and (ii) is set out below.

**5-13 Disclosure of latent defects**

(1) For the purposes of this section:

Material latent defect means a material defect that cannot be discerned through a reasonable inspection of the property, including any of the following:

- (a) a defect that renders the real estate
  - (i) dangerous or potentially dangerous to the occupants
  - (ii) unfit for habitation

 DS  
DP      
INITIALS



Jan 25, 2020 PAGE 3 of 3 PAGES  
DATE OF DISCLOSURE

ADDRESS/BARE-LAND STRATA LOT #: 2453 Liggett Rd Mill Bay VOR 2P4

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

2D - There is a \$625/yr strata fee for the common property septic.

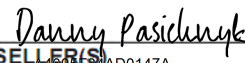
3R - The security system is monitored monthly with ADT for \$40.82/mnth.

3F - Ants were discovered in the kitchen area. Pest Control treated them in Jan 2020 along with a full year service plan, which will stay with the house and transfer to new owners.

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 receipt of a copy of this property disclosure statement and agrees that a copy may be given to a prospective buyer.

**PLEASE READ THE INFORMATION PAGE BEFORE SIGNING.**

  
SELLER(S) Garrett Cormack

DocuSigned by:  
  
SELLER(S) Danny Pasichnyk  
A4605F39AD0147A...

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.**

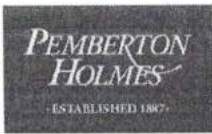
\_\_\_\_\_  
BUYER(S)

\_\_\_\_\_  
BUYER(S)

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.

\*PREC represents Personal Real Estate Corporation

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## INFORMATION ABOUT THE PROPERTY DISCLOSURE STATEMENT

### **STRATA TITLE PROPERTIES**

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

#### 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  
January 25th yr. 2020 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 property 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 Unit.

#### 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 Unit and the Development 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 to examine the Unit or the Development 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 disclosure statement or on an inspection report.

#### SIX 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 property. 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 Unit.
2. The buyer must still make the buyer's own inquiries concerning the Unit 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.
5. The buyer should personally inspect both the parking space(s) and storage locker(s) assigned to the Unit.
6. "Unit" is defined as the living space, including limited common property, being purchased. "Common Property" includes buildings or spaces accessible to all owners. "Lands" is defined as the land upon which the Unit, all other strata lots and Common Property are constructed. "Development" is defined as the Lands, the Unit and all other strata lots and Common Property.



# PROPERTY DISCLOSURE STATEMENT STRATA TITLE PROPERTIES



Date of disclosure: 01/25/2020

The following is a statement made by the seller concerning the property or strata unit located at:

**ADDRESS/STRATA UNIT #:** 2453 Liggett Rd Mill Bay V0R 2P4 (the "Unit")

**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. "Unit" is defined as the living space, including related limited common property, being purchased. "Common Property" includes buildings or spaces accessible to all owners. "Lands" is defined as the land upon which the Unit, all other strata lots and Common Property are constructed. "Development" is defined as the Lands, the Unit and all other strata lots and Common Property.

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

1. LAND	YES	NO	DO NOT KNOW	DOES NOT APPLY
A. Are you aware of any past or present underground oil storage tank(s) in or on the Development?		ll		
B. Are you aware of any existing tenancies, written or oral?		ll		
C. Are you aware of any current or pending local improvement levies/charges?		ll		
D. Are you aware of any pending litigation or claim affecting the Development or the Unit from any person or public body?		ll		
2. SERVICES				
A. Are you aware of any problems with the water system?		ll		
B. Are you aware of any problems with the sanitary sewer system?		ll		
3. BUILDING Respecting the Unit and Common Property				
A. Has a final building inspection been approved or a final occupancy permit been obtained?			ll	
B. Has the fireplace, fireplace insert, or wood stove installation been approved i.) by local authorities? <input type="checkbox"/> ii.) received WETT certificate? <input type="checkbox"/>			ll	
C. (i) Has this Unit been previously occupied?	ll			
(ii) Are you the "owner developer" as defined in the Strata Property Act?		ll		
D. Does the Unit have any equipment leases or service contracts; e.g., security systems, water purification, etc.?	ll			
E. Are you aware of any additions or alterations made without a required permit; e.g., building, electrical, gas, etc.?		ll		
F. Are you aware of any structural problems with any of the buildings in the Development?		ll		
G. Are you aware of any problems with the heating and/or central air conditioning system?		ll		
H. Are you aware of any damage due to wind, fire or water?		ll		
I. Are you aware of any infestation or unrepaired damage by insects or rodents?		ll		
J. Are you aware of any leakage or unrepaired damage?		ll		
K. Are you aware of any problems with the electrical or gas system?		ll		
L. Are you aware of any problems with the plumbing system?		ll		
M. Are you aware of any pet restrictions?		ll		

ll    ll            

**INITIALS**

CREA WEBForms®



DATE OF DISCLOSURE

ADDRESS/STRATA UNIT #: 2453 Liggett Rd

Mill Bay

VOR 2P4

3. BUILDING Respecting the Unit and Common Property. (continued)	YES	NO	DO NOT KNOW	DOES NOT APPLY
N. Are you aware of any rental restrictions?		sk		
O. Are you aware of any age restrictions?		sk		
P. Are you aware of any other restrictions? If so, provide details on page 4, Section 5 Additional Comments.		sk		
Q. Are you aware of any special assessment(s) voted on or proposed? (i) For how much? _____		sk		
R. Have you paid any special assessment(s) in the past 5 years? (i) For how much? _____		sk		
S. Are you aware of any agreements that provide for future payment or possible payment of monies to you in your capacity as the current owner of the Unit?		sk		
T. Are you aware of any pending strata corporation policy or bylaw amendment(s) which may alter or restrict the uses of the Unit?		sk		sk
U. Are you aware of any problems with the swimming pool and/or hot tub?				sk
V. Are you aware of any additions, alterations or upgrades made to the Unit that were not installed by the original developer?		sk		
W. Are there any agreements under which the owner of the Unit assumes responsibility for the installation and/or maintenance of alterations to the Unit or Common Property?			sk	
X. Was this Unit constructed by an "owner builder," as defined in the Homeowner Protection Act, within the last 10 years? (If so, attach required Owner Builder Disclosure Notice.)		sk		
Y. Is this Unit or related Common Property covered by home warranty insurance under the Homeowner Protection Act? (Please visit BC Housing's New Home Registry for confirmation on home warranty insurance - https://lims.bchousing.org/LIMSPortal/registry/Newhomes/)		sk		
Z. Is there a current "EnerGuide for Houses" rating number available for this unit? i) If so, what is the rating number? _____ ii) When was the energy assessment report prepared? _____		sk		
AA. Nature of Interest/Ownership: Freehold <input checked="" type="checkbox"/> Time Share <input type="checkbox"/> Leasehold <input type="checkbox"/> Undivided <input type="checkbox"/> Bare Land <input checked="" type="checkbox"/> Cooperative <input type="checkbox"/>				
BB. Management Company _____ Name of Manager _____ Telephone _____ Address _____				
CC. If self managed, Strata Council President's Name <u>Wolfgang Kuentzle</u> Telephone <u>204-981-8625</u> Strata Council Secretary Treasurer's Name <u>Dennis Hansen</u> Telephone <u>250-743-0798</u>				
DD. Are the following documents available?	Yes	No	Can be obtained from:	
Bylaws	✓		Strata Secretary	
Rules/Regulations	✓			
Year-to-date Financial Statements	✓			
Current Year's Operating Budget	✓			
All Minutes of Last 24 Months Including Council, Special and AGM Minutes	✓			
Engineer's Report and/or Building Envelope Assessment		✓		
Strata Plan	✓			
Depreciation Report		✓		
Reserve Fund Study		✓		
EE. What is the monthly strata fee? \$ <u>625 annually</u>				

sk sk

INITIALS

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DATE OF DISCLOSURE

ADDRESS/STRATA UNIT #: 2453 Liggett Rd

Mill Bay

V0R 2P4

**3. BUILDING Respecting the Unit and Common Property. (continued)**

Does this monthly fee include:	YES	NO	DO NOT KNOW	DOES NOT APPLY		YES	NO	DO NOT KNOW	DOES NOT APPLY
Management?		de			Recreation?				de
Heat?				de	Cable?				de
Hot Water?				de	Gardening?				de
Gas Fireplace?				de	Caretaker				de
Garbage?				de	Water?				de
Sewer?	de				Other?				de

FF. (i) Number of Unit parking stalls n/a included and specific numbers \_\_\_\_\_  
 (ii) Are these: (a) Limited Common Property?  (b) Common Property?  (c) Rented?  (d) Long Term Lease?  (e) Other?

GG. (i) Storage Locker? Yes  No  Number(s) \_\_\_\_\_  
 (ii) Are these: (a) Limited Common Property?  (b) Common Property?  (c) Rented?  (d) Long Term Lease?  (e) Other?

4. GENERAL	YES	NO	DO NOT KNOW	DOES NOT APPLY
A. Are you aware if the Unit, or any other unit, or the Development has been used to grow marijuana (other than as permitted by law) or to manufacture illegal substances?		de		
B. Are you aware of any material latent defect as defined in Real Estate Council of British Columbia Rule 5-13(1)(a)(i) or Rule 5-13(1)(a)(ii) in respect of the Property or Unit?		de		
C. Are you aware if the property, or 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?		de		

For the purposes of Clause 4. B. of this form, Council Rule 5-13(1)(a)(i) and (ii) is set out below.

**5-13 Disclosure of latent defects**

(1) For the purposes of this section:

*Material latent defect means a material defect that cannot be discerned through a reasonable inspection of the property, including any of the following:*

- (a) a defect that renders the real estate
  - (i) dangerous or potentially dangerous to the occupants
  - (ii) unfit for habitation

de ad  
 INITIALS



DATE OF DISCLOSURE

ADDRESS/STRATA UNIT #: 2453 Liggett Rd

Mill Bay

VOR 2P4

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

Bare land Strata that covers septic system + field.

30- Security system monitored with ADT for \$40.82/mth.

31- Ants discovered in kitchen area. Pest Control treated them Jan 2020, along with a full year service plan which will stay with the house + transfer to new owners.

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 receipt of a copy of this disclosure statement and agrees that a copy may be given to a prospective buyer.

PLEASE READ THE INFORMATION PAGE BEFORE SIGNING.

  
SELLER(S) \_\_\_\_\_ Garrett Cormack

  
SELLER(S) \_\_\_\_\_ Danny Pasichnyk

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

**The buyer acknowledges that all measurements are approximate. The buyer should obtain a strata plan drawing from the Land Title Office or retain a professional home measuring service if the buyer is concerned about the size.**

\_\_\_\_\_  
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 strata Unit or the Development.

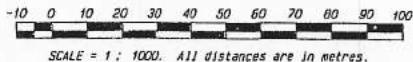
\*PREC represents Personal Real Estate Corporation

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**BARE LAND STRATA PLAN OF LOT 10,  
DISTRICT LOT 47, MALAHAT DISTRICT.  
PLAN VIP 55768.**

04

**FIRST SHEET  
SHEET 1 OF 4 SHEETS  
STRATA PLAN VIS 2597.**



BCGS 92B.063

Deposited and Registered in the  
Land Title Office, VICTORIA  
this 12 day of December 1992



**LEGEND**

Astronomic Bearings derived from Plan VIP 55768

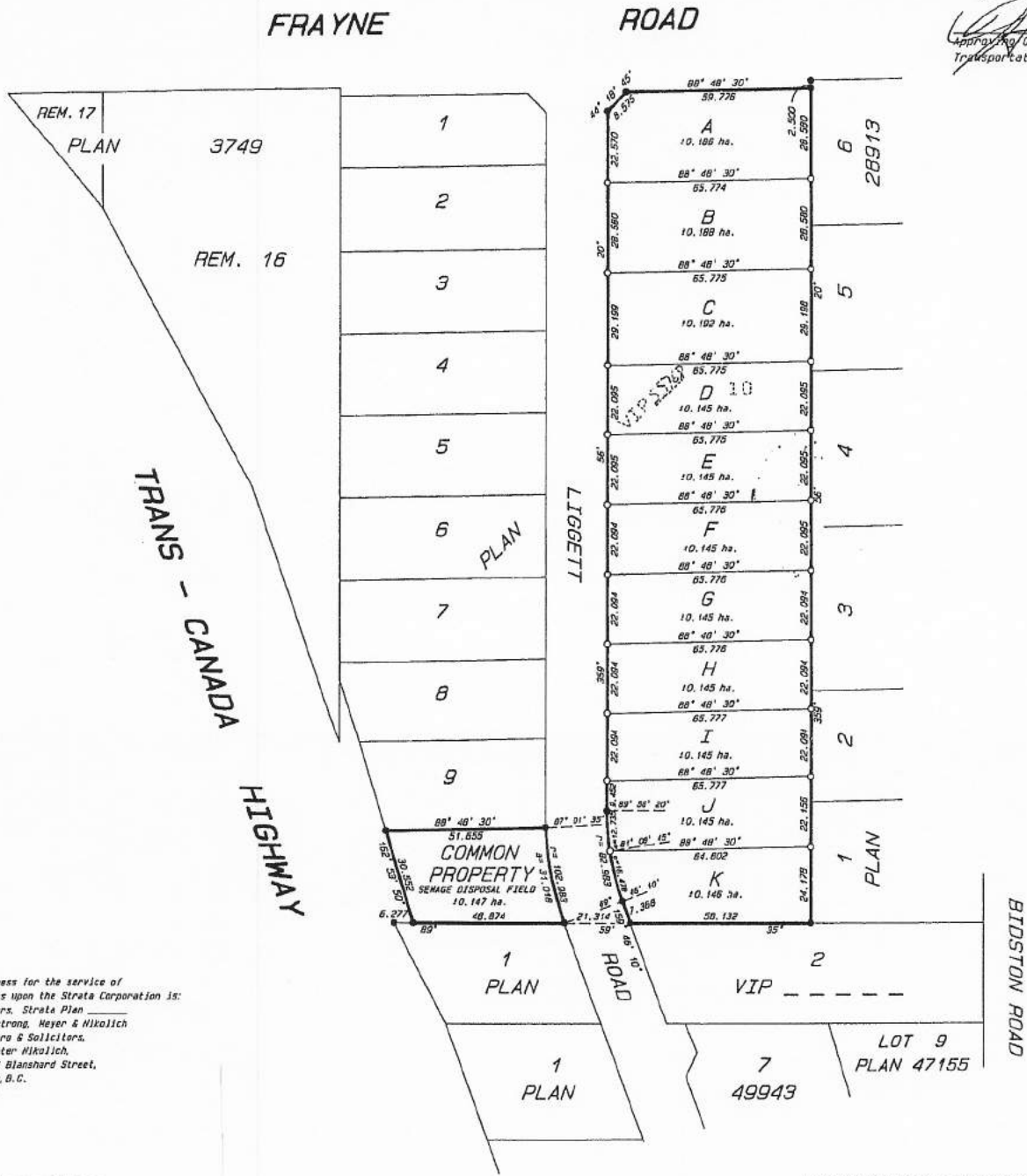
found placed

• ○ Denotes Standard Iron Post.

EG 3581/5

Approved as a Bare Land Strata Plan  
under the Condominium Act  
this 6 day of JAN 1993

*[Signature]*  
Approving Officer, Ministry of  
Transportation and Highways.



The address for the service of  
documents upon the Strata Corporation is:  
The Owners, Strata Plan \_\_\_\_\_  
c/o Armstrong, Meyer & Nikolic  
Barristers & Solicitors,  
attn: Peter Nikolic,  
300-1111 Blanshard Street,  
Victoria, B.C.  
V8W 2H7

File: 2174-ND  
Archive: ND-FRAYNE,SD  
**LEONARD ORRICO**  
B. C. Land Surveyor  
4009 Quadra Street  
Victoria, B.C. V8X 1K7  
TEL 479-1012 FAX 479-4479

The addresses for the project are not available at this time.  
This Plan lies within the Munsieva / Cowichan Assessment Area  
and the Cowichan Valley Regional District.

I, Leonard Louis Orrico, a British Columbia Land Surveyor  
of Victoria, in British Columbia, certify that I was present at  
and personally superintended the survey represented by this plan  
and that the survey and plan are correct. The survey was  
completed on the 16th day of December, 1992.

*[Signature]*

B.C.L.S.

**SECOND SHEET**  
**SHEET 2 OF 4 SHEETS**  
**STRATA PLAN VIS 2597.**

Approved as to Forms 1 and 2  
 this 31 day of December 1992

*[Signature]*  
 Superintendent of Real Estate.

Mortgagee  
**FINST ISLAND FINANCIAL SERVICES LTD.**  
*[Signature]*  
 Authorized Signatory **ART KOOL**  
*[Signature]*  
 Authorized Signatory **ROD STRES**  
 Witness  
**D. LAURENCE ARMSTRONG**  
 Address  
 1001 10th St  
 Victoria B.C. V8W 2G1

Occupation

Mortgagee  
**L. BERGELAND CONSTRUCTION LTD.**  
*[Signature]*  
 Authorized Signatory **LEIF BERGELAND**  
 Authorized Signatory  
 Witness **ROBERT ECKINGTON**  
 204-1006 Ford St Victoria  
 Address  
**Notary Public**  
 Occupation

		CONDOMINIUM ACT	
LOT NO.	SHEET NO.'s	FORM 1	FORM 2
		SCHEDULE OF UNIT ENTITLEMENT	SCHEDULE OF INTEREST UPON DESTRUCTION
A	1	1	1
B	1	1	1
C	1	1	1
D	1	1	1
E	1	1	1
F	1	1	1
G	1	1	1
H	1	1	1
I	1	1	1
J	1	1	1
K	1	1	1
AGGREGATE		11	11

STATUTORY DECLARATION.  
 I, the undersigned, do solemnly declare that  
 1.) I, the undersigned, am the duly authorized agent of the owner-developer;  
 2.) The Strata Plan is entirely for residential use. I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.  
*[Signature]* **RON COUZE**  
 Declared before me at Victoria, B.C.  
 this 11<sup>th</sup> day of January 1992  
*[Signature]* **PAUL NIKONEN**  
 A Commissioner for taking affidavits for British Columbia

Mortgagee  
*[Signature]*  
**CHARLES WILSON STOCKER**  
*[Signature]*  
 Witness **DAVID A. LAZHAM**  
 210-612 VIKERS ST  
 Address **VICTORIA B.C.**  
 Occupation

Registered Owner  
**PREMIER ESTATES LTD.**  
*[Signature]*  
 Authorized Signatory **RON COUZE**  
 Authorized Signatory  
 Witness **PAUL NIKONEN**  
 300-111 BROADWAY ST.  
 Address **VICTORIA, B.C.**  
 Occupation **LAWYER**

File: 2174-ND  
 Archive: ND-FRMN-512  
**LEONARD ORRICO**  
 B. C. Land Surveyor  
 4090 Quadra Street  
 Victoria, B.C. V8K 1K7  
 TEL 479-1012 FAX 479-4479

Dated this 18th day of December, 1992.  
*[Signature]*  
 BCL5









# Dan Johnson

Realtor®

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The information and documentation included in this package was gathered from assumed reliable sources, but should not be relied upon without further independent investigation and verification.

Dan Johnson, Realtor® - Pemberton Holmes Ltd

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