

# Dan Johnson

Realtor®

*PEMBERTON  
HOLMES*  
· ESTABLISHED 1887 ·

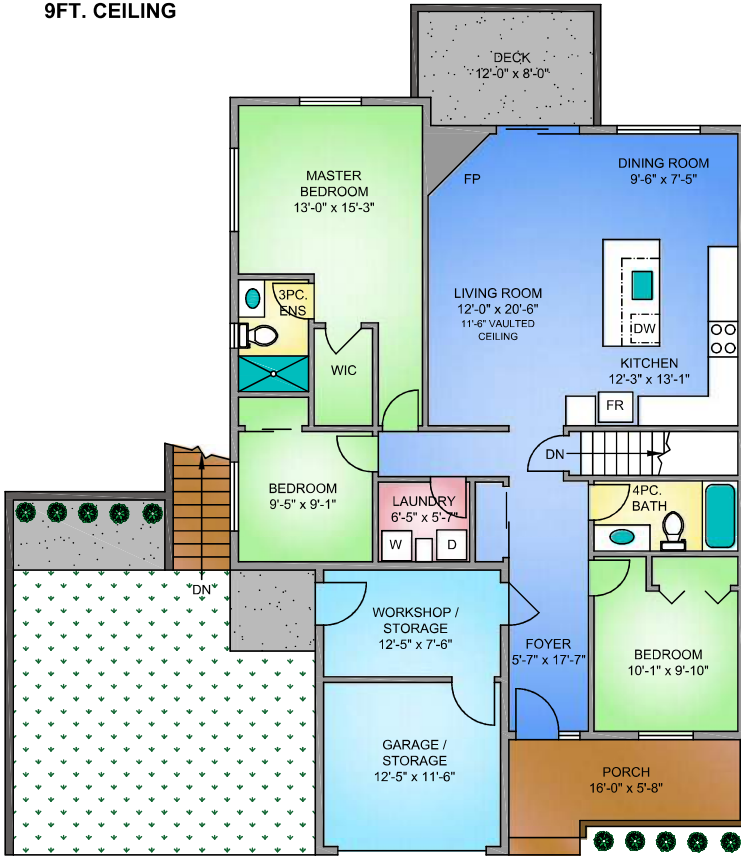
Information Package

For

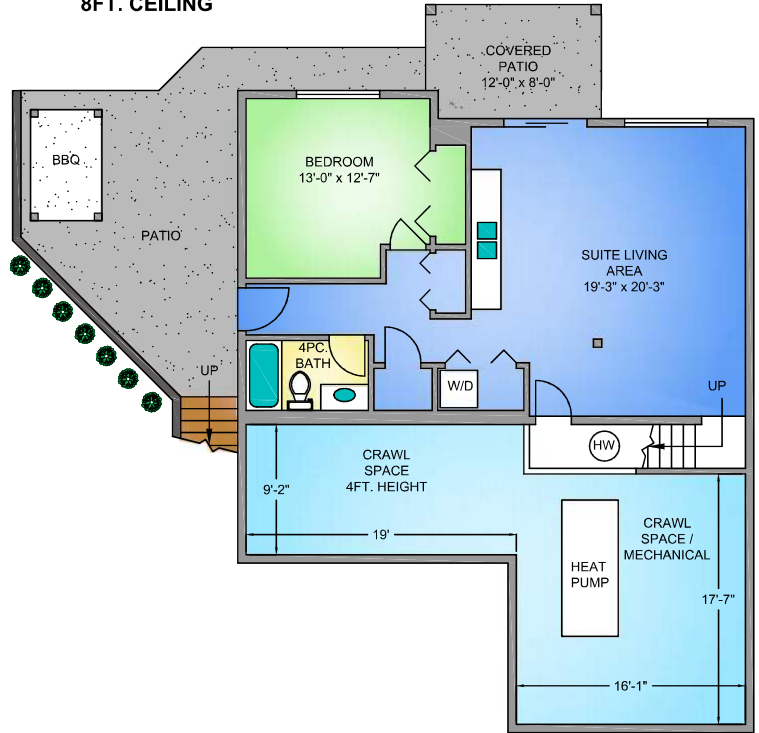
***6108 Burrows Lane, Duncan***



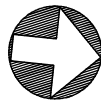
**MAIN FLOOR**  
**1364 SQ. FT.**  
**9FT. CEILING**



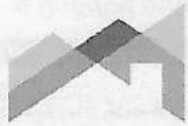
**LOWER FLOOR**  
**806 SQ. FT.**  
**8FT. CEILING**



NORTH



6108 BURROWS LANE				
MAY 7, 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	1364	-	264	188
LOWER	806	558	-	96
<b>TOTAL</b>	<b>2170</b>	<b>558</b>	<b>264</b>	<b>284</b>



# BC ASSESSMENT

## IMPORTANT INFORMATION FOR PROPERTY IDENTIFICATION

Area: **04-Central Vancouver Island**

Jurisdiction: **315-District of North Cowichan**

Roll: **00799.011**

School District: **79-Cowichan Valley**

CONFIDENTIAL PIN: **0007271913**

Neighbourhood: **004**



## 2020 PROPERTY ASSESSMENT NOTICE

### Property Location & Description

#### 6108 BURROWS LANE

STRATA LOT 1, PLAN EPS1968, SECTION 1, RANGE 5, SOMENOS LAND DISTRICT, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

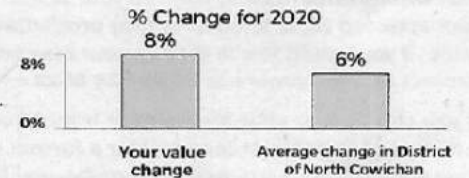
PID: 029-295-025

This is **not** a tax notice. Tax notices are issued by local governments and taxing authorities.

This notice contains important information about your property. Please review and keep for your records. No action is required unless you disagree with your assessment.

2020 Assessment - represents your property value as of July 1, 2019

### YOUR PROPERTY VALUE CHANGE



Visit [bcassessment.ca/propertytax](http://bcassessment.ca/propertytax) and refer to the back page to learn how your value change and average change relate to your property taxes.

### YOUR PROPERTY VALUE HISTORY

Year	% Change	Assessed Value
2020	+8%	\$481,000
2019	+12%	\$447,000
2018	+20%	\$398,000
2017	+1%	\$331,000

### IMPORTANT DATES

#### July 1, 2019

Assessed value is the property's market value as of this date.

#### October 31, 2019

Assessed value reflects property's physical condition and permitted use as of this date.

**DEADLINE FOR FILING A NOTICE OF COMPLAINT (APPEAL) IS JANUARY 31, 2020**

Important information about the complaint process can be found on the back page.

Assessed Value	Value	Class
Land	159,000	
Buildings	322,000	
<b>2020 Assessed Value</b>	<b>\$481,000</b>	<b>Residential</b>
<b>2020 Taxable Value</b>	<b>\$481,000</b>	

### Important messages about your 2020 Assessment

- Your property value has changed due to sales activity in your area. Visit [bcassessment.ca](http://bcassessment.ca) to review sales in your area.
- Visit [bcassessment.ca](http://bcassessment.ca) and create a free account to unlock additional features such as favourites, comparisons and our interactive map.

The Assessment Office for this property is:

Nanaimo Assessment Office  
300-125 Wallace St  
Nanaimo BC V9R 5B2  
04-79-315-00799.011

The Owner/Lessee of this property is:

S-04  
DEREK THOMAS MACEY  
JUANITA LYNN BRADFORD  
6108 BURROWS LANE  
DUNCAN BC V9L 2G2

198930

### CONTACT US

For more information about your Assessment Notice go to [bcassessment.ca](http://bcassessment.ca)

From our website you can search for your property, compare your assessment and update your mailing address.

Call us at **1-866-valueBC** (1-866-825-8322) or 604-739-8588.

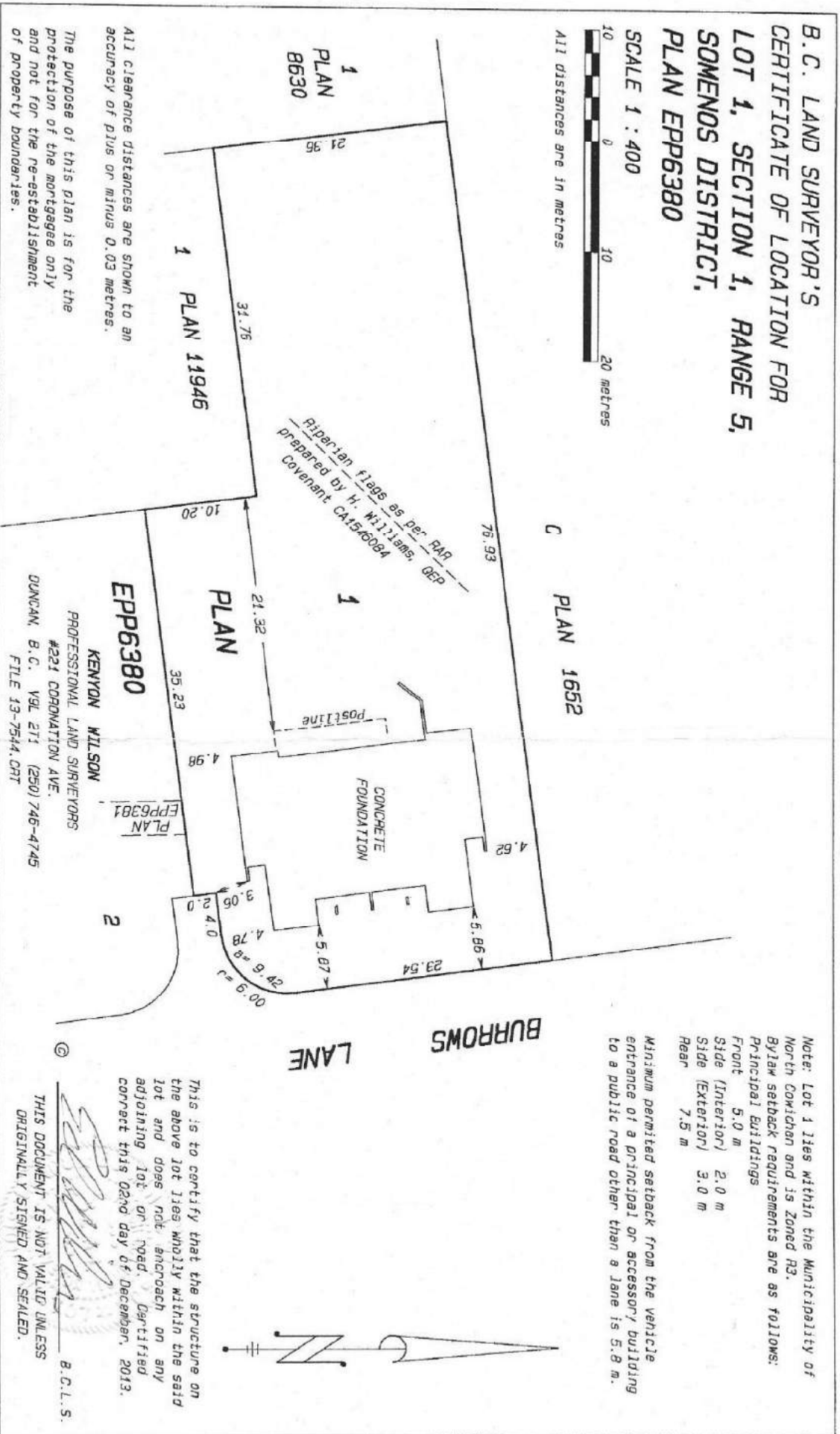
198930\_1\_2  
BCA PROJ ANOT 20\_STR 20191206

**B. C. LAND SURVEYOR'S  
CERTIFICATE OF LOCATION FOR  
LOT 1, SECTION 1, RANGE 5,  
SOMENOS DISTRICT,  
PLAN EPP6380**

SCALE 1 : 400



All distances are in metres



All clearance distances are shown to an accuracy of plus or minus 0.03 metres.  
The purpose of this plan is for the protection of the mortgagee only and not for the re-establishment of property boundaries.

**KENYON WILSON**  
PROFESSIONAL LAND SURVEYORS  
#221 CORPORATION AVE.  
DUNCAN, B.C. V9L 2T1 (250) 746-4745  
FILE 13-7544 CRT

Note: Lot 1 lies within the Municipality of North Cowichan and is Zoned R3. Bylaw setback requirements are as follows:  
Principal Buildings  
Front 5.0 m  
Side (Interior) 2.0 m  
Side (Exterior) 3.0 m  
Rear 7.5 m  
Minimum permitted setback from the vehicle entrance of a principal or accessory building to a public road other than a lane is 5.8 m.

This is to certify that the structure on the above lot lies wholly within the said lot and does not encroach on any adjoining lot or road. Certified correct this 02nd day of December, 2013.

*[Signature]*  
B.C.L.S.  
THIS DOCUMENT IS NOT VALID UNLESS  
ORIGINALLY SIGNED AND SEALED.

# Home Warranty Insurance Declaration Page

**Registration Number**

50-121078

**Member Code**

MACE101

**Possession Date**

7/4/2014

**Insured**

Derek Macey & Juanita Bradford  
6108 Burrows Lane, Duncan BC V9L 2G2

**Member Information**

Macey Developments Ltd.  
6108 Burrows Lane, Duncan BC V9L 2G2

Phone: 250-701-8999

Fax:

**Registration Information**

6108 Burrows Lane, Duncan BC V9L 2G2

**Commencement Date**

Your Warranty Started on:

7/4/2014

**Warranty Expiry Dates SBM-50-26****Coverage Details: SBM-50-26 (SBM Unit Owner NON Strata <1000K (Level 3 or 4))**

Coverage	Effective Date	Expiry Date
Materials & Labour 1a.	7/4/2014	7/4/2015
Mechanical Systems 1b.	7/4/2014	7/4/2016
Envelope Coverage	7/4/2014	7/4/2019
Structural Coverage	7/4/2014	7/4/2024

**Exclusions**

Refer to Attached Limited Warranty Certificate

**Insurer****Echelon General Insurance Company**

Suite 300, 2680 Matheson Blvd. East, Mississauga, ON L4W 0A5

**Home Warranty Insurance Administrator****Pacific Home Warranty Insurance Services Inc.**

211, 15240 56 Ave, Surrey, BC, Canada, V3S5K7

Phone: 1-866-957-2314

Fax: 1-855-825-3992



Roberta Garrity

Pacific Home Warranty Insurance Services Inc. O/A PAC

Please read the attached Limited Warranty Certificate carefully. It contains limits, exclusions and notice requirements. The protections available under this Limited Warranty Certificate are time limited as specified above.

# Home Warranty Insurance Declaration Page Sticker

\*\*\*\*Please detach this sticker and place on or near your electrical panel\*\*\*\*.

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**Important Notice:**

Please read the attached Limited Warranty Certificate carefully. It contains limits, exclusions and notice requirements. The protections available under this Limited Warranty Certificate are time limited as specified above.

**INSURING AGREEMENT**

In consideration of the payment of the premium paid, Echelon General Insurance Company (Echelon), through Pacific Home Warranty Insurance Services Inc. (Pacific) will provide the benefits described in this Home Warranty Insurance Policy (Policy), subject to the terms and conditions set forth herein or added hereto to the benefit of the Insured who is insured for, and entitled to such benefits. No such terms and conditions shall be considered waived by Echelon in whole or in part unless the waiver is in writing signed by a person authorized for that purpose by Echelon. This Policy, all schedules, forms, riders, endorsements pertaining to, or attached hereto, the Detached New Home registration forms and the Declaration Page shall be considered one (1) document. Collectively these documents are evidence of the contract between the Insured and Echelon.

**DEFINITIONS**

Any word or expression to which specific meaning has been attached shall bear such meaning whenever it appears, and such definitions shall include the plural and possessive form thereof. For purposes of this Policy, the following terms will be defined as follows and cannot be waived or changed in any way other than in writing from Echelon:

1. "Act" means the Homeowner Protection Act;
2. "Building Code" means, as applicable,
  - a) the British Columbia Building Code established under the Municipal Act, or
  - b) the Vancouver Building Bylaw established under the Vancouver Charter;
 in force at the time that the building permit was issued for the Detached New Home or, in jurisdictions where a building permit is not required, in force when construction commences;
3. "Building Envelope" means the assemblies, components and materials of the Detached New Home which are intended to separate and protect the interior space of the Detached New Home from the adverse affects of exterior climatic conditions;
4. "Completion Certificate" means the Completion Certificate in the form provided by Pacific which is to be dated, completed and executed by the Member and Insured prior to the Commencement Date;
5. "Commencement Date" means the date this Policy is effective and coverage commences;
6. "Contract" means the written agreement made between the Member and the Insured for construction and/or sale to the Insured of a Detached New Home;
7. "Defect" means any design or construction that is contrary to the Building Code or that requires repair or replacement due to negligence of the Member or a person for whom the Member is responsible at law. Non-compliance of the Building Code is considered a covered Defect under this Policy if the non-compliance:
  - a) constitutes an unreasonable health or safety risk; or
  - b) has resulted in, or is likely to result in, material damage to the Detached New Home;
8. "Defects In The Building Envelope" means defects that result in the failure of the Building Envelope to perform its intended function;
9. "Detached New Home" means a class of new home which is a building, that:
  - a) is in fee simple ownership;
  - b) is newly constructed;
  - b) is intended for residential occupancy;
  - c) is a single, self-contained residence usually containing cooking, eating, living, sleeping and sanitary facilities; and
  - d) may contain a Secondary Suite if permitted by local bylaws;
10. "Driveway" means a surface intended and constructed primarily to be used for vehicular access to and from the Detached New Home;
11. "Insured" means:
  - a) the person(s) named as the Insured in the Declaration Page attached to this Policy who:
    - i) has entered into a Contract with the Member, and
    - ii) at the Commencement Date is the registered legal owner of the Detached New Home, or
  - b) any subsequent legal owner of the Detached New Home;
12. "Load Bearing" means subjected to or designed to carry loads in addition to its own dead load, but does not include a wall element subjected only to wind or earthquake loads in addition to its own dead load;
13. "Mediation" means a collaborative process in which two (2) or more parties meet and attempt, with the assistance of a Mediator, to resolve issues in dispute between them;
14. "Mediation Session" means a meeting between two (2) or more parties to a dispute during which they are engaged in Mediation;
15. "Mediator" means a neutral and impartial facilitator with no decision making power who assists parties in negotiating a mutually acceptable settlement of issues in dispute between them;
16. "Member" means the licensed residential builder named as the Member in the Declaration Page attached to this Policy who has entered into a Contract with the Insured;
17. "Multi-Unit Building" means a building containing two (2) or more Dwellings Units together with associated Common Property, if any;
18. "Pacific" means Pacific Home Warranty Insurance Services Inc. who is the home warranty insurance administrator appointed by Echelon;
19. "Roster Organization" means any body designated by the British Columbia Attorney General to select Mediators for the purpose of Mediation.
20. "Seasonal Deficiencies" means work to be completed by the Member under the Contract following the Commencement Date when weather permits;
21. "Secondary Suite" means a suite located in and forming part of the Detached New Home where the Detached New Home remains as a single legal title;
22. "Walkway" means a surface intended and constructed primarily to be used as a pedestrian access to and from the Detached New Home, and may include stairs.

**BENEFITS**

Subject to the terms, conditions, exclusions and limitations set forth in this Policy, Echelon agrees to provide the following benefits:

**1. Material & Labour Coverage**

This benefit covers:

- a) during the first twelve (12) months from the Commencement Date, the cost to repair and/or replace Defects in workmanship and/or materials; and
- b) during the first twenty-four (24) months from the Commencement Date, the cost to repair and/or replace Defects in workmanship and/or materials:
  - i) supplied for electrical, plumbing, heating, ventilation and air conditioning delivery and distribution systems;
  - ii) for the exterior cladding, caulking, windows and doors that may lead to detachment or material damage to the Detached New Home; and
  - iii) which render the Detached New Home unfit to live in.

**2. Building Envelope Coverage**

During the first five (5) years from the Commencement Date, this benefit covers the cost to repair any Defects In The Building Envelope of the Detached New Home, including a Defect which permits unintended water penetration such that it causes, or is likely to cause, material damage to the Detached New Home.

**3. Structural Defects Coverage**

During the first ten (10) years from the Commencement Date, this benefit covers:

- a) any Defect in workmanship or materials that results in the failure of a Load Bearing part of the Detached New Home; and
- b) any Defect which causes structural damage that materially and adversely affects the use of the Detached New Home for residential occupancy.

**4. Living-out Allowance Coverage**

If repairs are required under this Policy and damage to the Detached New Home or the extent of the repairs renders the Detached New Home uninhabitable, this Policy covers the reasonable living-out expenses incurred by the Insured.

The maximum limit for this benefit is one hundred dollars (\$100) per day for the complete reimbursement of the actual accommodation expenses incurred by the Insured at a hotel, motel or other rental accommodation up to the day the Detached New Home is ready for occupancy, subject to the Insured receiving twenty-four (24) hours advance notice.

**BENEFIT LIMITS**

1. Echelon's limit of liability under this Policy is the lesser of:
  - a) the original purchase price of the Detached New Home; and,
  - b) two hundred thousand dollars (\$200,000).
2. When calculating the cost of warranty claims in respect of Echelon's limit of liability, Echelon will include:
  - a) the cost of repairs;
  - b) the cost of any investigation, engineering and design required for the repairs; and
  - c) the cost of supervision of repairs, including professional review but excluding legal costs.

**COMMENCEMENT DATE**

1. The Commencement Date for coverage under this Policy is as follows:
  - a) for a Detached New Home constructed by a Member on land owned by the Insured, the Commencement Date is the earliest of:
    - i) the date of actual occupancy of the Detached New Home,
    - ii) the granting of an occupancy permit or similar right to occupy by the authority having jurisdiction, and
    - iii) the date that the Detached New Home is completed and ready for occupancy;
  - b) for a Detached New Home constructed by a Member on land not owned by the Insured, the Commencement Date is the earlier of:
    - i) the date of actual occupancy of the Detached New Home; and
    - ii) the transfer of the legal title of the Detached New Home to the Insured.
2. For the purposes of subsection 1.a), in a jurisdiction where occupancy permits are not issued, a Detached New Home is deemed to have reached the stage of occupancy when it:
  - a) is "completed" as that term is defined by the Builders' Lien Act, and
  - b) is capable of being occupied.

**COMMENCEMENT DATE FOR SPECIAL CASES**

1. If an unsold Detached New Home owned by a Member is occupied as a rental unit, the Commencement Date is the date the Detached New Home is first occupied.
2. If the Member subsequently offers to sell a Detached New Home which is rented, the Member must disclose, in writing, to each prospective purchaser, the date on which the Policy expires.

**WARRANTY OF THE MEMBER**

1. The Member agrees to complete Seasonal Deficiencies and other deficiencies stated on the Completion Certificate in a timely manner.
2. The Member will assign to the Insured all manufacturers' warranties on products supplied by the Member and incorporated into the

Detached New Home.

**WARRANTY TERMS**

1. If Echelon makes a payment or assumes liability for any payment or repair under this Policy:
  - a) Echelon is subrogated to all rights of recovery of an Insured against any person or persons who may have caused or contributed to the requirement for the payment or repair under this Policy;
  - b) Echelon may bring an action at its own expense, in the name of the Insured or of Echelon, to enforce such rights; and
  - c) the Insured must fully support and assist Echelon in the pursuit of those rights if Echelon pursues such subrogated rights.
2. Implied or expressed warranties or representations made by a Member to an Insured are not binding on Echelon except as set out in the Act and the Act Regulation or as set out in this Policy.
3. An Insured must permit Echelon, the Member and/or representatives of either, to enter the Detached New Home at all reasonable times, on the giving of reasonable notice to the Insured:
  - a) to monitor the Detached New Home or its components;
  - b) to inspect for required maintenance;
  - c) to investigate complaints or claims; or
  - d) to undertake repairs under this Policy.

If any reports are produced as a result of any of the activities referred to above, the reports will be provided to the Insured on request.
4. An Insured must provide to Echelon all information and documentation that the Insured has available, as reasonably required by Echelon, in order to investigate a claim or maintenance requirement, or to undertake repairs under this Policy.
5. To the extent that damage to the Detached New Home is caused by the unreasonable refusal of the Insured or occupant to permit Echelon or the Member access to the Detached New Home for the reasons set out in subsection 3 or to provide the information required by subsection 4, such damage is excluded from this Policy.
6. The Insured shall maintain the Detached New Home in a proper and prudent manner, according to the maintenance requirements and procedures provided by Pacific.
7. If the Member or the Insured is more than one (1) person, the obligation of each person is deemed to be joint and several.

**EXCLUSIONS — GENERAL**

1. The following are excluded from this Policy:
  - a) landscaping, both hard and soft, including plants, fencing, detached patios, planters, gazebos and similar structures;
  - b) non-residential detached structures including sheds, garages, carports or outbuildings, or any structure or construction not attached to or forming an integral part of the Detached New Home;
  - c) any commercial use area and any construction associated with a commercial use area;
  - d) roads, curbs and lanes;
  - e) site grading and surface drainage except:
    - i) as required by the Building Code, or
    - ii) for subsidence beneath footings of the Detached New Home or under Driveways or Walkways;
  - f) the operation of municipal services, including sanitary and storm sewer;
  - g) septic tanks or septic fields;
  - h) the quality or quantity of water, either from a piped municipal water supply or from a well;
  - i) a water well but excluding equipment installed for the operation of a water well used exclusively for the Detached New Home, which equipment is considered to be part of the





- plumbing system for the Detached New Home for the purposes of this Policy;
- j) any materials and/or workmanship furnished or installed or caused to be installed by the Member or its subcontractors which is not defective but does not comply with the specifications in the Contract.
2. The exclusions permitted by subsection 1 do not include any of the following:
- a Driveway or Walkway; or
  - a retaining wall that:
    - an authority having jurisdiction requires to be designed by a professional engineer, or
    - is reasonably required for the direct support of, or retaining soil away from, the Detached New Home, Driveway or Walkway.

**EXCLUSIONS — DEFECTS**

1. The following are excluded from this Policy:
- weathering, normal wear and tear, deterioration or deflection consistent with normal industry standards;
  - normal shrinkage of materials caused by drying after construction;
  - any loss or damage which arises while the Detached New Home is being used primarily or substantially for non-residential purposes;
  - materials, labour or design supplied by an Insured;
  - any damage to the extent that it is caused or made worse by an Insured or third party, including
    - negligent or improper maintenance or improper operation by anyone other than the Member or its employees, agents or subcontractors,
    - failure of anyone, other than the Member or its employees, agents or subcontractors, to comply with the warranty requirements of the manufacturers of appliances, equipment or fixtures,
    - alterations to the Detached New Home, including the conversion of non-living space into living space or the conversion of the Detached New Home into two (2) or more units, by anyone other than the Member or its employees, agents or subcontractors while undertaking their obligations under the Contract, and
    - changes to the grading of the ground by anyone other than the Member or its employees, agents or subcontractors;
  - loss or damage due to failure of an Insured to take timely action to prevent or minimize such loss or damage, including the failure to give prompt notice to Echelon of a Defect or discovered loss or a potential Defect or loss;
  - any damage caused by insects or rodents and other animals, unless the damage results from non-compliance with the Building Code by the Member or its employees, agents or subcontractors;
  - accidental loss or damage from acts of nature including, but not limited to, fire, explosion, smoke, water escape, glass breakage, windstorm, hail, lightning, falling trees, aircraft, vehicles, flood, earthquake, avalanche, landslide, and changes in the level of the underground water table which are not reasonably foreseeable by the Member;
    - bodily injury or damage to personal property or real property which is not part of the Detached New Home;
    - any Defect in, or caused by, materials or work supplied by anyone other than the Member or its employees, agents or subcontractors;
    - changes, alterations or additions made to the Detached New Home by anyone after initial occupancy, except those performed by the Member or its employees, agents or subcontractors as required by this Policy or under the Contract;
    - contaminated soil;
    - subsidence of the land around the Detached New Home or along utility lines, other than subsidence beneath footings of the Detached New Home or under Driveways or Walkways;
    - diminution in the value of the Detached New Home; ;

- damage to or caused by a Secondary Suite where such Secondary Suite is not permitted by the municipality in which the Detached New Home is located.
2. Subsection 1.i) includes bodily injury, or damage to personal property, caused by mold.

**LIMITATIONS**

- Pacific is a home warranty insurance administrator contracted by Echelon to assist in the fulfillment of the benefits provided under this Policy, and shall not under any circumstances be liable for performance of any obligation of the Member or Echelon under this Policy.
- This Policy does not protect or indemnify or otherwise secure the Insured against any deposit or other money paid to the Member under a Contract or any other benefit not set out in this Policy.
- Any repairs or investigations undertaken or costs incurred by the Insured without prior approval from Echelon shall be at the sole expense of the Insured and shall not be reimbursed by Echelon.

**DUTY TO MITIGATE**

- Echelon will require the Insured to mitigate any damage to the Detached New Home, including damage caused by Defects or water penetration, as set out in this Policy.
- Subject to subsection 3, for Defects covered by this Policy, the duty to mitigate is met through timely notice in writing to Echelon.
- The Insured must take all reasonable steps to restrict damage to the Detached New Home if the Defect requires immediate attention.
- The Insured's duty to mitigate survives even if:
  - the Detached New Home is unoccupied;
  - the Detached New Home is occupied by other than the Insured; or
  - water penetration does not appear to be causing damage.
- To the extent that damage to the Detached New Home is caused or made worse by the failure of the Insured to take reasonable steps to mitigate as set out in this section, such damage will be excluded from this Policy.

**WARRANTY ON REPAIRS AND REPLACEMENTS**

- All repairs and replacements made under this Policy will be warranted against Defects in materials and labour until the later of:
  - the first anniversary of the date of completion of the repair or replacement, and
  - the expiry of the applicable coverage under this Policy.
- All repairs and replacements made under this Policy will be completed in a reasonable manner using materials and labour conforming to the Building Code and industry standards.

**NOTICE OF CLAIM**

- Within a reasonable time after the discovery of a Defect and before the expiry of the applicable coverage under this Policy, the Insured must give to Echelon and the Member written notice in reasonable detail that provides particulars of any specific Defects covered by this Policy.
- Echelon will require the notice under subsection 1 to be sent to the address provided on the Declaration Page under Claim Notice and to include the following:
  - the Policy/Registration Number shown on the Declaration Page; and,
  - copies of any relevant documentation and correspondence between the Insured and the Member.

**FRAUDULENT ACTS**

If any claim is found by the court of law in the Province of British Columbia to be fraudulent, or if fraudulent means or devices are used by the Insured or any person acting on behalf of and with the consent or knowledge of the Insured, in order to gain benefit under this Policy or if any damage be occasioned by the willful act of or with the connivance of the Insured, Echelon may make application to the court to have all benefits under this Policy to the Insured forfeited.

**MANDATORY CONDITIONS****Mediation**

1. If a dispute between Echelon and the Insured arising under this Policy cannot be resolved by informal negotiation within a reasonable time, the Insured may, at the Insured's sole election, require that the dispute be referred to Mediation by delivering to Pacific and/or Echelon a written request to mediate.
2. If the Insured delivers a request to mediate, Echelon and the Insured must attend a Mediation Session in relation to the dispute.
3. Echelon or the Insured may invite to participate in the Mediation any other party to the dispute who may be liable.
4. Within twenty-one (21) days after the Insured has delivered a request to mediate, the parties must, directly or with the assistance of an independent, neutral person or organization, jointly appoint a mutually acceptable Mediator.
5. If the parties do not jointly appoint a mutually acceptable Mediator within the time required, the Insured may apply to a Roster Organization which must appoint a Mediator taking into account:
  - a) the need for the Mediator to be neutral and independent;
  - b) the qualifications of the Mediator;
  - c) the Mediator's fees;
  - d) the Mediator's availability, and,
  - e) any other consideration likely to result in the selection of an impartial, competent and effective Mediator.
6. Promptly after a Roster Organization selects the Mediator, the Roster Organization must notify the parties in writing of that selection.
7. The Mediator selected by a Roster Organization is deemed to be appointed by the parties effective the date of the notice sent by the Roster Organization.
8. The date, time and place of the first Mediation Session must be scheduled by the Mediator, and the first Mediation Session must occur within twenty-one (21) days of the appointment of the Mediator.
9. Despite subsection 2, a party may attend a Mediation Session by representative if:
  - a) the party is under legal disability and the representative is that party's guardian ad litem;
  - b) the party is not an individual, or
  - c) the party is a resident of a jurisdiction other than British Columbia and will not be in British Columbia at the time of the Mediation Session.
10. A representative who attends a Mediation Session in the place of a party referred to in subsection 9:
  - a) must be familiar with all relevant facts on which the party, on whose behalf the representative attends, intends to rely, and,
  - b) must have full authority to settle, or have immediate access to a person who has full authority to settle, on behalf of the party on whose behalf the representative attends.
11. A party or a representative who attends the Mediation Session may be accompanied by counsel.
12. Any other person may attend a Mediation Session if that attendance is with the consent of all parties or their representatives.
13. At least seven (7) days before the first Mediation Session is to be held, each party must deliver to the Mediator a statement briefly setting out:
  - a) the facts on which the party intends to rely, and,
  - b) the matters in dispute.
14. Promptly after receipt of all of the statements required to be delivered under subsection 13, the Mediator must send each party's statement to each of the other parties.
15. Before the first Mediation Session, the parties must enter into a retainer with the Mediator which must:
  - a) disclose the cost of the Mediation services, and,
  - b) provide that the cost of the Mediation will be paid
    - i) equally by the parties, or,
    - ii) on any other specified basis agreed by the parties.
16. The Mediator may conduct the Mediation in any manner he or she considers appropriate to assist the parties to reach a resolution that is timely, fair and cost-effective.
17. A person must not disclose, or be compelled to disclose, in any proceeding oral or written information acquired or an opinion formed, including, without limitation, any offer or admission made in anticipation of or during a Mediation Session.
18. Nothing in subsection 17 precludes a party from introducing into evidence in a proceeding any information or records produced in the course of the Mediation that are otherwise producible or compellable in those proceedings.
19. A Mediation Session is concluded when:
  - a) all issues are resolved;
  - b) the Mediator determines that the process will not be productive and so advises the parties or their representatives; or,
  - c) the Mediation Session is completed and there is no agreement to continue.
20. If the Mediation resolves some but not all issues, then at the request of all parties the Mediator may complete a report setting out any agreements that the parties to the Mediation have made as a result of the Mediation, including, without limitation, any agreements made by the parties on any facts, issues or future procedural steps.

**Transfers of Warranty to Subsequent Purchasers**

1. This Policy pertains solely to the Detached New Home for which it provides coverage and no notice to Echelon is required on a change of ownership.
2. All of the applicable unused benefits under this Policy are automatically transferred to any subsequent legal owner on a change of ownership.
3. The Insured shall promptly deliver this Policy to any subsequent legal owner of the Detached New Home and shall advise such subsequent legal owner of any matter that may affect or limit the coverage contained in this Policy.
4. All of the Insured's obligations contained in this Policy shall be binding on any subsequent legal owner of the Detached New Home.

**Handling of Claims**

1. Echelon will, on receipt of a notice of a claim under this Policy, promptly make reasonable attempts to contact the Insured to arrange an evaluation of the claim.
2. Echelon will make all reasonable efforts to avoid delays in responding to a claim under this Policy, evaluating the claim and scheduling any required repairs.



3. If, following evaluation of a claim under this Policy, Echelon determines that the claim is not valid or not covered under the Policy, Echelon will notify the Insured of the decision in writing, setting out the reasons for the decision.
4. The notice under subsection 3 will also set out the rights of the parties under the third party dispute resolution process referred to in the Mediation provision of this Policy.
5. Repairs will be undertaken in a timely manner, with reasonable consideration given to weather conditions and the availability of materials and labour.
6. On completion of any repairs, Echelon will deliver a copy of the repair specifications to the Insured along with a letter confirming the date the repairs were completed and referencing the Warranty on Repair and Replacement provision of this Policy.

**Disclosure of Claims History**

1. On receipt of an inquiry from an owner of the Detached New Home covered by this Policy regarding the claims experience of the Detached New Home, Echelon will provide the owner with a history of claims.
2. The history of claims referred to in subsection 1 will include, for each claim, not less than the following information:
  - a) the type of claim that was made;
  - b) the resolution of the claim;
  - c) the type of repair performed;
  - d) the date of the repair;
  - e) the cost of the repair.
3. Echelon will charge an owner a fee of \$25 to provide the history of claims.

**GENERAL NOTES**

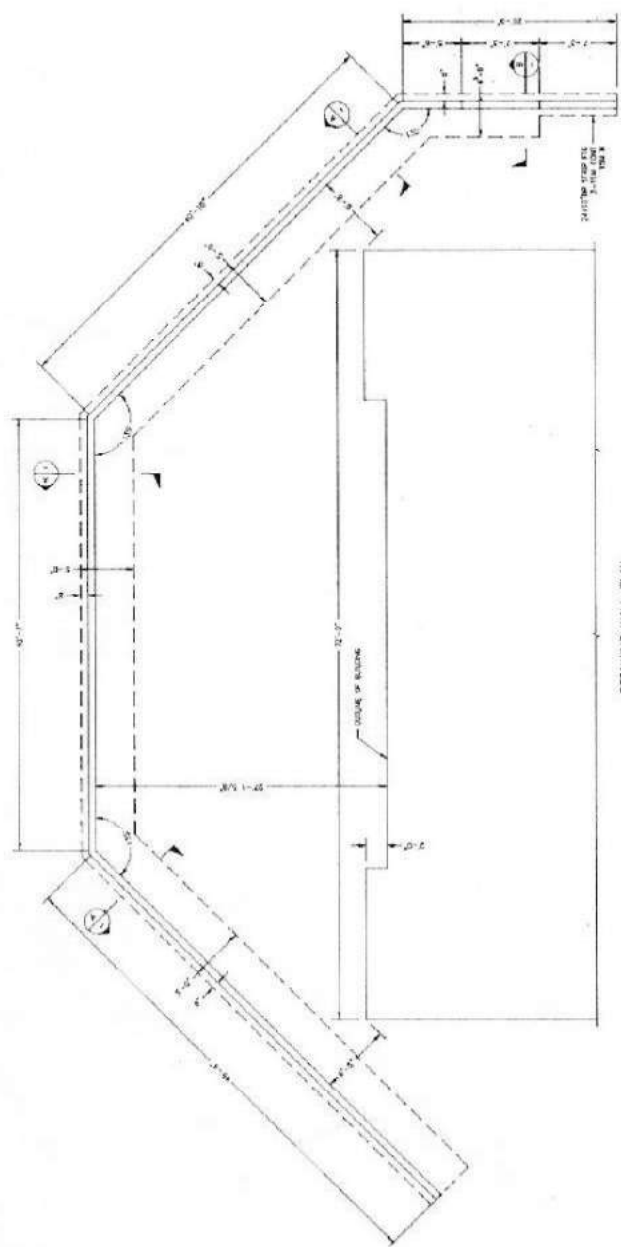
1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS WITH THE ARCHITECT PRIOR TO COMMENCEMENT OF WORK AND NOTIFY ARCHITECT IMMEDIATELY IN WRITING OF ANY DISCREPANCIES.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.
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**FOUNDATION NOTES**

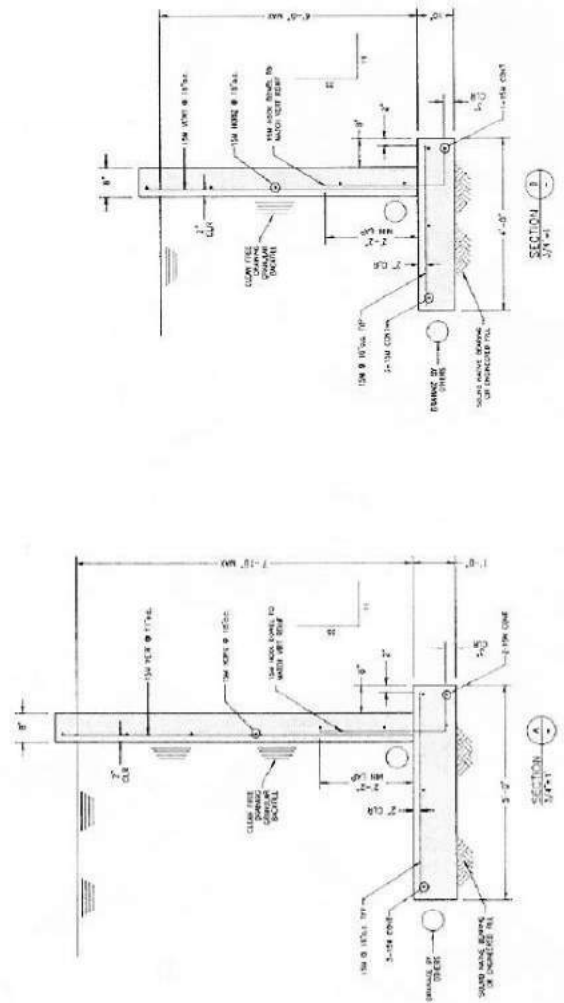
1. ALL FOUNDATION WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE LOCAL BUILDING DEPARTMENT AND ALL APPLICABLE CODES AND REGULATIONS.
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**CONCRETE AND REINFORCING NOTES**

1. ALL CONCRETE SHALL BE PLACED AND FINISHED IN ACCORDANCE WITH THE REQUIREMENTS OF THE LOCAL BUILDING DEPARTMENT AND ALL APPLICABLE CODES AND REGULATIONS.
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RETAINING WALL PLAN  
1/11/11



NO.	REV.	DESCRIPTION
1	1/11/11	ISSUED FOR CONSTRUCTION
2		REVISION

**AAE STRUCTURAL LTD.**  
 3151 Cow Road      Tel: (252) 748-7244  
 Dunoon St. Unit 502      Tel: (252) 748-7094  
 www.aae-structural.com

AAE ENGINEERS LIMITED  
 1108 & 6110 Burnside Lane

LANDSCAPE RETAINING WALL SYSTEM

DATE: 1/11/11  
 DRAWN: J. J. J.  
 CHECKED: J. J. J.  
 APPROVED: J. J. J.



PACIFIC Plumbing, Heating & Refrigeration  
 A Division of 572927 BC Ltd  
 6820 Kensington Rd. Duncan BC V9L 5W3  
 Phone (250) 746-5259 Fax: (250) 746-5269 email: pacificplumbing@shaw.ca  
 www.pacificplumbingandheating.com

NAME: Derek Macey BILL TO: \_\_\_\_\_

ADDRESS: 6108/6110 Burrows Ln. ADDRESS: \_\_\_\_\_

CITY/PC: Duncan V9L 2G2 CITY/PC: \_\_\_\_\_

HL. PHONE: 250 7018999 W. PHONE: \_\_\_\_\_

WORK TO BE PERFORMED: Heat Pump Maintenance

- Heating Appliances:  Vent to Code P\_F  Check I.D. Coil  Subcool \_\_\_\_\_
- Check T-stat Operation  Flue Temp \_\_\_\_\_  Check Motors  OA Temp 50°F
- Set Heat Anticipator \_\_\_\_\_  Lubricate Motor/Bearings  Comp. Amps S1/S2 21/22  R/Lead PSIG 300/45
- Check Air Filter  Check Belts  Cond. Mtr Amps 21/22  Suction PSIG 95/90
- Check Burners  Check Pullers  Blwt Mtr Amps 21/22  Check for Refrig. Leaks
- Check Heat Exch.  A/C Heat Pump  Superheat \_\_\_\_\_  Adj. Refrigeration Charge
- Check Pilot \_\_\_\_\_  Check Contractor  RA 67.1/69.5  Lbs. \_\_\_\_\_ Ozs. \_\_\_\_\_
- Check Safety Controls  Check Condensate  SA 94.5/99.7  Clean Equipment Extensions
- Check Electrical  Check O.D. Coil  T 21.2/30.4

Checked air filters, changed on 1 unit. 1 was ok, had just been changed. Confirmed condensate drain pans free + clear. Visually inspected all coils for oil spotting, other signs of leaks, none found. Sprayed coils with LP coil cleaning spray and brushed out coils. Tested and play + free spin of motors all were good. Visually inspected all electrical connections + components. Took amp draws + other readings on electrical components all within operating ranges. Verified temp rise + drop across coils. were sufficient. Verified refrigerant pressures. Systems run well @ time of maintenance.

DATE STARTED: Apr 29 / 20 COMPLETED: Apr 29 / 20  
 EQUIPMENT MAKE: York  
 MODEL: YHSF24SH1S10 / AHV24BSX421CB / YHSF24SH1S10 / AHV24BSX421CB  
 SERIAL: WH13000166 / W11A4367316 / W123151330 / WE3734528  
 FILTER SIZE: 20x16x1

QTY	MATERIALS	PRICE	AMOUNT
2	Heat Pump Maintenance	180 <sup>00</sup>	360 <sup>00</sup>

*Split Bill*

<u>Thomas Macey</u>			
	TRUCK CHARGE		
	MSC TRUCK STOCK		
	FREIGHT		
	LABOUR		
	SUBTOTAL		360 <sup>00</sup>
	TAX		18 <sup>00</sup>
	TOTAL DUE		378 <sup>00</sup>

Payment Method:  Cash  Debit  Cheque# \_\_\_\_\_

Credit Card: Visa  Other: \_\_\_\_\_

Card Number: \_\_\_\_\_

Expiry: \_\_\_\_\_ Auth. Code: \_\_\_\_\_

Name On Card: Mr Derek T Macey

Company Approval: [Signature] X [Signature]

Customer Approval: [Signature]

Thank You!

FOLIO No. 00799-001

LEGAL DESCRIPTION

LOT	BLK	RGE	SEC	PLAN	DIST
1	-	5	1	EPP6380	Quam.

THE CORPORATION OF THE  
**DISTRICT OF  
 NORTH COWICHAN**

ADDRESS  
**6108 / 6110  
 Burrows Lane**

**MUNICIPAL SERVICES RECORD**

METER SERIAL No.	WATER	SEWER	DRAIN	CULVERT	GAS	HYDRO/TEL
INSTALLATION DATE	City of Duncan	Jan. 5 / 10				
SIZE OF SERVICE	on Burrows Lane	100 mm				
TYPE OF PIPE		P.V.C.				
CONNECTION LENGTH		18 M				
METER SIZE AND TYPE						
DEPTH AT P.L.		1.2 M				
DEPTH OF MAIN		1.4 M				
LOCATION AT P.L.		2 ME of S.W. I.P.				
LOCATION AT MAIN		20 M				
REVISION / DATE		downstream of SMH 2SR				
COMMENTS	Sanitary service via easement from Sherman Rd.					

SEE REVERSE FOR SKETCH

COLOUR CODE - W-BLUE, S-RED, D-GREEN

PRIOR TO EXCAVATING, CONTACT GAS, HYDRO, TELEPHONE AND CABLE TO CONFIRM LOCATIONS.

THE MUNICIPALITY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED ON THIS SERVICE RECORD.

48-6111

2923

2911

2907

6108

2893

2891

2889

0 Unk

0 Unk

150 AC

150 AC

0 Unk

Sherman Rd

Burrows Lane

35'

25'

20 m

1-57

0 Unk

WVA-02320

300 PVC

2 m

EPP6381

EPP6381

*Sewer Easement*



Holmes

0110

02292

Tenants have indicated that they are planning to be gone by the end of June but have not signed anything as of yet. Gazebo and washer/dryer down belongs to the tenants.

There is a grinder pump that pumps to the easement pipe and heads down Sherman. (Map on file)

The garage is currently being used as a 5<sup>th</sup> bedroom but the builder designed it so that it can very easily be turned back into a garage. The carpet is just taped down and the dividing wall is easily removed.





**Dan Johnson**  
Realtor®

*PEMBERTON  
HOLMES*  
· ESTABLISHED 1887 ·

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  
23 Queens Rd, Duncan BC V9L 2W1  
250-709-4987  
[www.duncanbcrealestate.ca](http://www.duncanbcrealestate.ca)