



To: Electoral Area Committee

From: Marcin Pachcinski, Division Manager, Electoral Area, Planning and Analytics
Regional Planning and Housing Services

Date: January 12, 2026

Meeting Date: February 6, 2026

Subject: **MVRD Electoral Area A Zoning Amendment Bylaw No. 1447, 2026 (Wigwam Inn, Indian Arm)**

RECOMMENDATION

THAT the MVRD Board:

- a) give three readings to *Metro Vancouver Regional District Electoral Area A Zoning Amendment Bylaw No. 1447, 2026*; and
- b) adopt *Metro Vancouver Regional District Electoral Area A Zoning Amendment Bylaw No. 1447, 2026*.

EXECUTIVE SUMMARY

The Royal Vancouver Yacht Club (RVYC) has recently applied to Metro Vancouver to amend the Electoral Area A Zoning Bylaw to remove time-sharing as a use in the Resort Commercial Zone - C-1 that applies to their Wigwam Inn property to enable the discharge of a related covenant. Staff have been engaged in recent discussions with the RVYC about uses at the Wigwam Inn, a private inn and marina located in northern Indian Arm. During these discussions, RVYC representatives identified a covenant dating back to 1980, which names the MVRD and which limits the number of days a person may stay on the property, that they would like to see discharged. This covenant and its restrictions relate to a 1980 zoning bylaw amendment that allowed a time-sharing use, envisioning that some rooms would be sold as time-shares. RVYC representatives have confirmed that they do not use the site for this purpose and have no intent to do so. Removing this use would make the covenant unnecessary, and staff would then support its discharge.

Some clean-up amendments that Metro Vancouver staff identified are also proposed, such as removing references to parking for this water-access only site, allowing more than one accessory building, and reducing setbacks to match other zones. These amendments would help update the Electoral Area A Zoning Bylaw to reflect actual uses at the Wigwam Inn and bring this zone in line with recent changes made to other zones.

The Metro Vancouver Regional District (MVRD) is the local government for Electoral Area A and has a zoning bylaw and official community plan in place for the rural and remote areas where it is responsible for local land use planning, including Indian Arm.

PURPOSE

To consider a zoning amendment to remove time-sharing use from, and make clean-up amendments to, the Resort Commercial Zone - C-1 that applies to the Wigwam Inn located at the north end of Indian Arm.

BACKGROUND

Since late 2025, staff have been engaged with representatives of the RVYC, owners of the Wigwam Inn, on a potential future temporary use permit application. During these discussions, their representatives brought a covenant from 1980 related to a time-sharing use that names the MVRD to staff's attention and requested consent to discharge the covenant. At staff's request, the RVYC has recently applied to amend the Resort Commercial Zone - C-1 to remove the time-sharing use, which would make the covenant unnecessary and enable staff to support its discharge.

RESORT COMMERCIAL ZONE - C-1

The Resort Commercial Zone - C-1 applies to the portion of the two properties where the Wigwam Inn, adjacent building and structures, and immediate surrounding area are located. Both properties (PIIDs: 015-931-994 and 015-965-619) are owned by the RVYC. This zone only applies to this area; no other properties in Electoral Area A have this zone.

The zone allows for the following uses: marina, hotel, time sharing, assembly, accessory residential dwelling, and accessory uses. The time-sharing use is limited to no more than 60 consecutive days or for more than a total of 75 days in any one calendar year. This restriction has been in place since at least 1980, when a zoning bylaw amendment described the potential for some of the hotel rooms to be sold as time-shares (**Attachment 1**).

The entire Resort Commercial Zone - C-1 zone is found in section 317 of the Electoral Area A Zoning Bylaw (Reference 1).

COVENANT (**Attachment 2**)

In November 1980, a covenant was signed by the then owners of the Wigwam Inn (Arjay), two companies having right-to-purchase agreements (Majestic and Western), and the MVRD (then GVRD). The main purpose of the agreement is for the three companies to agree that they "will not permit any building or other improvement on the Lands to be occupied or used by one any one person for more than sixty (60) consecutive days or for more than a total of seventy-five (75) days in any one calendar year." The covenant was put in place on both properties (PIIDs: 015-931-994 and 015-965-619) to ensure that these same time limits that are in the zoning bylaw would be adhered to by the owners.

Representatives of the RVYC (current owners) have requested the discharge of this covenant, noting that the other parties to the covenant no longer exist (they were dissolved as corporate entities in the 1980s), and no longer have any interest in the two Wigwam Inn properties. They also confirmed that time-sharing is not a current or intended use at the hotel.

PROPOSED ZONING BYLAW AMENDMENT (**Attachment 3**)

The proposed amendments would:

- Remove references and regulations related to time-sharing. This use is being removed.
- Exempt caretakers (hotel employees) from the 60 consecutive days or a total of 75 days in any one calendar year restriction. Caretakers stay at the Wigwam Inn throughout the year.
- Remove the maximum number restriction for accessory buildings/structures. It is currently one, which is not reflective of what is on the properties or typical for most properties. Other zones were updated in 2024 to remove this maximum number.
- Remove the off-street parking requirements, recognizing this is a water-access only site, and this zone only applies to the Wigwam Inn.
- Reduce the setbacks for principal and accessory buildings to be in line with recent changes made to other zones in the Electoral Area A Zoning Bylaw, as follows:
 - Front Lot Line Setback: from 7.5 m to 4.5 m

- Rear Lot Line Setback: from 7.5 m to 4.5 m
- Exterior Lot Line Setback: from 7.5 m to 3.0 m
- Interior Lot Line Setback: from 7.5 m to 1.5 m

These proposed amendments reflect actual uses at the Wigwam Inn and would bring this zone in line with recent changes made to other zones.

The Electoral Area A Official Community Plan (OCP) designates the Wigwam Inn areas zoned Resort Commercial Zone - C-1 as Commercial Recreation. These proposed amendments are consistent with this designation and the rest of the OCP. Therefore, no public hearing is required.

NEXT STEPS

Staff will publish the legislatively-required public notices prior to consideration of first bylaw reading in accordance with section 464 of the *Local Government Act*. Any feedback received from residents will be provided directly to the Board. If adopted, staff would work with the representatives of the RVYC on the discharge of covenant #J26057.

ALTERNATIVES

1. THAT the MVRD Board:
 - a) give three readings to *Metro Vancouver Regional District Electoral Area A Zoning Amendment Bylaw No. 1447, 2026*; and
 - b) adopt *Metro Vancouver Regional District Electoral Area A Zoning Amendment Bylaw No. 1447, 2026*.
2. THAT the Electoral Area Committee receive for information the report dated January 12, 2026, titled "MVRD Electoral Area A Zoning Amendment Bylaw No. 1447, 2026 (Wigwam Inn, Indian Arm)".

FINANCIAL IMPLICATIONS

The MVRD Fees and Charges Bylaw Costs includes a zoning amendment processing fee of \$1500 plus \$100 per lot. As this application involves two lots, the total fee is \$1700. Any costs associated with the discharge of the covenant would be paid for by the RVYC.

CONCLUSION

This proposed zoning bylaw amendment stems from an old covenant that restricts a non-existing use (time-sharing) on the two Wigwam Inn properties. The covenant review led staff to review out-of-date regulations in the Resort Commercial Zone - C-1, which applies solely to the two Wigwam Inn properties. The intent of the proposed zoning bylaw amendment is to update this zoning language and enable the discharge of the covenant.

ATTACHMENTS

1. "Amendment to Electoral Area "B" Zoning By-Law No. 322 - Wigwam Inn", dated November 14, 1980.
2. Land Title Office Covenant – Document # J26057, dated March 24, 1981.
3. *MVRD Electoral Area A Zoning Amendment Bylaw No. 1447, 2026*.

REFERENCES

1. Metro Vancouver. (2025, October). *Electoral Area A Zoning Bylaw*.
https://metrovancouver.org/boards/Bylaws/MVRD_Bylaw_1144_Consolidated.pdf



Greater Vancouver Regional District

2294 WEST TENTH AVENUE VANCOUVER, BRITISH COLUMBIA V6K 2H9 TELEPHONE 731-1155

Please refer to our file number:

To: Chairman and Members
G.V.R.D. Board of Directors

From: Administrative Officer - Electoral Areas

Re: AMENDMENT TO ELECTORAL AREA "B"
ZONING BY-LAW No. 322 - WIGWAM INN

Date: November 14, 1980

This is a by-law to amend Zoning By-Law No. 322 to create a new Zone "Resort Commercial C-5" to permit the expansion of Wigwam Inn at the north end of Indian Arm.

The C-5 Resort Commercial Zone makes provision for resort dwelling units which may be sold on a time-sharing basis and provides that the maximum length of stay for any one person shall not be more than 60 consecutive days or more than a total of 75 days in any one calendar year.

In order to ensure that these time limits are adhered to, a covenant, relative to Section 215 of the Land Title Act, has been prepared and is to be registered as a charge against the title to the Wigwam Inn lands.

The Electoral Area Committee, at its November 7, 1980 meeting, considered the amending by-law and the proposed covenant and recommends Board approval.

Recommendation

That the Board of Directors of the G.V.R.D. give first and second reading to Zoning By-Law No. 322, Amendment By-Law No. 385, and delegate the holding of a Public Hearing on the by-law and further;

That the Greater Vancouver Regional District enter into a restrictive covenant under Section 215 of the Land Titles Act with Western Pacific Resorts Inc., to limit the length of stay for any one person, in the buildings at Wigwam Inn, Indian Arm, Electoral Area "B", to sixty consecutive days or for a total of seventy-five days in any one calendar year.

GREATER VANCOUVER REGIONAL DISTRICTBY-LAW NO. 385A By-law to amend "The Greater Vancouver
Regional District Electoral Area "B"
Zoning By-Law No. 322, 1979"

The Board of Directors of the Greater Vancouver Regional District, in open meeting assembled, enacts as follows:

1. This By-law may be cited for all purposes as "The Greater Vancouver Regional District Electoral Area "B" Zoning Amendment By-law No. 385, 1980".
2. The Greater Vancouver Regional District Electoral Area "B" Zoning By-Law No. 322, 1979 is hereby amended:
 - (a) by adding the following definitions to Section 2.04:

"Accessory Employee Accommodation Use means a use providing accommodation in a dwelling unit for the owners and employees of a business which is situate on the same lot as the dwelling unit.

Hotel Use means a use providing for the temporary accommodation of the transient public in resort dwelling units and may include: personal service facilities for guests, restaurants and lounges licensed for the sale of alcoholic beverages, coffee shops, gift shops, an accessory retail store providing for the sale of groceries, confections, toiletries, non-prescriptive pharmaceuticals and sundry household items; recreation facilities commonly associated with hotels including swimming pools, game courts, outdoor cooking and recreation facilities, gymnasiums and health spa facilities; recuperative centre use; and weight loss clinic. PROVIDED THAT a Hotel Use shall not permit the use of or occupancy in resort dwelling units by or the occupation in resort dwelling units of any one person for more than 60 consecutive days or for more than a total of 75 days in any one calendar year;

Recuperative Centre Use means a use providing for the reception, treatment and convalescence of persons recovering from minor illness or plastic surgery, but specifically excludes hospitals so

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designated under the Hospitals Act or Mental Hospitals Act, private hospitals, nursing, rest or personal care homes.

Resort Dwelling Unit means one or more habitable rooms used or intended to be used as a unit for the lodging of the transient public.

Time-Sharing Use means the use of real property as a resort dwelling unit by one or more owners thereof, PROVIDED THAT such Time-Sharing Use does not permit any one person to use or occupy any buildings on such real property for more than 60 consecutive days or for more than a total of 75 days in any one calendar year.

Weight Loss Clinic Use means a use providing for the business of figure grooming, exercise and weight control."

so that the definition "Accessory Employee Accommodation" immediately precedes the definition of "Accessory One-Family Residential Use", the definition of "Hotel Use" immediately precedes the definition of "Industrial Use", the definition of "Recuperative Centre" immediately precedes the definition of "Residential Use", the definition of "Resort Dwelling Unit" immediately precedes the definition of "Site Area Per Dwelling Unit", the definition of "Time-Sharing Use" immediately precedes the definition of "Two-Family Residential Use" and the definition of "Weight Loss Clinic" immediately follows the definition of "Water Resource Use".

- (b) by adding the words "a Hotel Use" immediately after the words "... a Commercial Use," where they appear in the definition of "Accessory One-Family Residential Use" in Section 2.04.
- (c) by adding the words and letters "RESORT COMMERCIAL C-5" immediately after the words and letters "EQUESTRIAN C-4" where they appear in Section 3.01(2).
- (d) by renumbering PART 16 as PART 17 and adding the following as PART 16:

"PART 16
C-5 RESORT COMMERCIAL ZONE

Permitted
Uses

16.01 The following uses and no others are permitted:

- (1) marine.
- (2) hotel.
- (3) time-sharing.
- (4) assembly.
- (5) accessory employee accommodation.

Special Provisions

16.02 (1) A marine use shall not provide moorage to float homes or to vessels used principally for purposes other than transportation and commencing one calendar year after the adoption of The Greater Vancouver Regional District Electoral Area 'B' Zoning Amendment By-law No. 385, 1980, no vessel while moored at a marina within a C-5 Zone shall be used for overnight accommodation.

- (2) The floor area of a resort dwelling unit shall not exceed 93 square metres (1001 square feet).
- (3) Accessory employee accommodation shall:
 - (a) not be located in part or in total in a mobile home;
 - (b) not exceed a gross floor area of 375 square metres (4035 square feet); and
 - (c) be located within one building which is situate on the same lot as the business to which it is accessory.

Site Area

16.03 A use in the C-5 Zone shall not be permitted on a lot less than 9 hectares (19.77 acres) except that in the case of a time-sharing use the lot may be less than 9 hectares provided that the lot is a strata lot within a strata plan which is not less than 9 hectares.

16.04 The maximum number of resort dwelling units which may be erected on any lot or part thereof within the C-5 Zone shall not exceed the ratio of 20 resort dwelling units per hectare, (8 resort

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dwelling units per acre) of land of that lot which is situated within the C-5 Zone.

Size, Shape and Siting Regulations
Uses 16.05 In addition to those regulations in Section 3.03:

- (1) All buildings and structures in the C-5 Zone,
 - (a) together shall not exceed a lot coverage of 10 per cent provided however that this provision shall not apply to a strata lot which is used for a time-sharing use;
 - (b) shall not exceed a height of 12 metres (39.37 feet);
 - (c) shall be sited not less than 7.5 meters (24.61 feet) from any property line and the boundary of the C-5 Zone in which they are to be sited provided however that in the case of a strata lot all buildings and structures in the C-5 Zone shall be sited not less than 7.5 meters from the boundary of the strata plan of which the strata is a part and the boundary of the C-5 Zone in which they are to be sited.

Storage 16.06 (1) Outdoor storage areas shall be totally screened from view from the sea and from hotel uses by a landscape screen of not less than 1.5 metres (4.922 feet) in width or 1.8 metres (5.905 feet) in height.

- (2) No lot shall be used for the wrecking or storage of derelict automobiles, or as a junkyard, and any vehicle which was not been licensed for a period of one year and is not housed in a garage or carport shall be deemed to be a derelict vehicle and junk.

Off-Street Parking 16.07 When a lot in the C-5 Zone abuts a street so that it is accessible to or may become accessible to automobiles, off-street parking shall be provided on the same lot as the use being served and requirements shall be:

- (1) Marine use - 1 space per slip or berth.
- (2) Boat launching ramp - .4 hectares (.988 acres) of parking area for every ramp.
- (3) Boat hoist - 4 spaces per hoist.
- (4) Restaurants and lounges - 1 space for every 4 seats.
- (5) Assembly use - 1 space for every 4 seats.
- (6) Weight loss clinic and recuperative centre - 1 space for every 4 sleeping units or 1 space per 50 square metres (538 square feet) of total floor whichever is the greater.

Advertising 16.08 Signs and other visual advertising devices shall:

- (1) together not exceed a total area of 4.7 square metres (50.37) square feet) except that no sign shall exceed 2.0 square metres (21.53 square feet) in area; and
- (2) not be illuminated, flashing or moving."

(e) by amending Map 2, Former Community Planning Area 13 of Schedule "A" thereof so as to redesignate those lands outlined in red on Schedule I hereto from zoning classification A-2 Extensive Rural to C-5 Resort Commercial.

Read a first time this 26th day of November, 1980.

Read a second time this 26th day of November, 1980.

Public hearing pursuant to Section 814 of the "Municipal Act" held on the ____ day of ____, 1980.

Read a third time this 26th day of November, 1980.

Received the approval of the Minister of Municipal Affairs this _____ day of _____, 1980.

Reconsidered, Finally Passed and Adopted by the Regional Board this _____ day of _____, 1980.

Chairman

Secretary

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LAND TITLE ACT
FORM 1 (SECTION 36)
MEMORANDUM OF REGISTRATION
REGISTERED

MAR 24 2 56 PM '81
LAND TITLE OFFICE
VANCOUVER B.C.
THIS AGREEMENT made this 23rd day of March, 1981 on application received on the
day and at the time written hereon.
D. H. STURCH, REGISTRAR
VANCOUVER LAND TITLE OFFICE

BETWEEN:

J
WESTERN PACIFIC RESORTS INC., a body corporate
duly incorporated under the laws of British Columbia
and having an address and place of business
in the Province of British Columbia at 202-
6330 Fraser Street, in the City of Vancouver in
the Province of British Columbia
(Incorporation No. 196,709)

(hereinafter called the "Western")

OF THE FIRST PART

AND:

J
GREATER VANCOUVER REGIONAL DISTRICT, a regional
district incorporated under the laws of the Province of
British Columbia, and having its head
office at 2294 West 10th Avenue, in the City of
Vancouver, in the Province of British Columbia,

(herein called the "Covenantee")

OF THE SECOND PART

AND:

J
ARJAY DEVELOPMENTS LTD., a body corporate duly
incorporated under the laws of the Province of
British Columbia, and having its registered office
at 1030-777 Hornby Street, in the City of
Vancouver, in the Province of British Columbia,
(Incorporation No. 105,852)

(hereinafter called "Arjay")

OF THE THIRD PART

AND:

J
MAJESTIC DEVELOPMENTS INC., a body corporate duly incorporated under the laws of the Province of British Columbia, and having its registered office at 5491 Elizabeth Street, in the City of Vancouver, in the Province of British Columbia,
(Incorporation No. 196,665)

(hereinafter called "Majestic")

OF THE FOURTH PART

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WHEREAS:

A. Arjay is the registered owner of those lands and premises situate, lying and being in the Vancouver Assessment District, in the Province of British Columbia, and more particularly known and described as:

FIRST: Parcel E (Explanatory Plan 3541) of
District Lot 820
SECONDLY: District Lot 1436
(hereinafter called the "Lands");

B. By a Right to Purchase dated the 25th day of September, 1979 and registered in the Vancouver Land Title Office under No. RPG72431, Arjay agreed to sell the Lands to Majestic on the terms and conditions therein set forth;

C. By a Sub-Right to Purchase dated the day of October, 1979 and registered in the Vancouver Land Title Office under No. SRP G79080, Majestic agreed to sell the Lands to Western on the terms and conditions therein set forth;

D. Section 215 of the Land Title Act of British Columbia, R.S.B.C. 1979 Ch. 219, as amended (herein called the "Land Title Act") provides, inter alia, that a covenant, whether of a negative or positive nature, in respect of the use of the land or the use of a building on or to be erected on land, in favour of a Municipality, may be registered as a charge against the title to that

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land.

E. Western, Arjay and Majestic are hereinafter sometimes collectively referred to as the "Covenantors".

NOW THEREFORE THIS AGREEMENT WITNESSETH that pursuant to Section 215 of the Land Title Act, and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, now paid by the Covenantee to each of the Covenantors, (the receipt and sufficiency whereof is hereby acknowledged by each of Covenantors), the parties hereto agree as follows:

1. Each of the Covenantors agrees that it will not permit any building or other improvement on the Lands to be occupied or used by any one person for more than sixty (60) consecutive days or for more than a total of seventy-five (75) days in any one calendar year.

2. Nothing contained or implied herein shall prejudice or affect the Covenantee's rights and powers in the exercise of its functions pursuant to the Municipal Act, or its Letters Patent or Supplementary Letters Patent or its rights and powers under any public or private statute, its by-laws, orders or regulations, all of which may be fully and effectively exercised in relation to the Lands as if this Covenant had not been executed and delivered by each of the Covenantors.

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215(1)
(A-2)
L

NOT^{ED}
215(6)

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3. The covenants set forth herein shall charge the Lands pursuant to Section 215 of the Land Title Act and shall be covenants the burden of which shall run with the Lands and bind the Lands and every part or parts thereof and shall attach to and run with the Lands and each and every part to which the Lands may be divided or subdivided whether by subdivision plan, strata plan or otherwise howsoever.

4. Each of the Covenantors will, after execution hereof by it, at its expense do or cause to be done all acts reasonably necessary to grant priority to this Covenant over all charges and encumbrances which may have been registered against the title to the Lands in the Vancouver Land Title Office and without limiting the generality of the foregoing:

(a) Arjay covenants and agrees that its interest in the Lands and aforesaid Right to Purchase registered in the Vancouver Land Title Office under No. RPG72431 shall be subject and subordinate to these presents notwithstanding the date of registration of said Right to Purchase or that monies have been advanced thereunder; and

(b) Majestic covenants and agrees that its interest in the Lands and aforesaid Right to Purchase and Sub-Right to Purchase registered in the Vancouver Land Title Office under No. RPG72431 and SRPG79080 respectively shall be

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subject and subordinate to these presents notwithstanding the date of registration of said Right to Purchase and Sub-Right to Purchase or that monies have been advanced thereunder; and

(c) Western covenants and agrees that its interest in the Lands and aforesaid Sub-Right to Purchase registered in the Vancouver Land Title Office under No. SRPG79080 shall be subject and subordinate to these presents notwithstanding the dates of registration of said Right to Purchase and Sub-Right to Purchase or that monies were advanced thereunder.

5. Whenever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require and all covenants by more than one person shall be deemed to be joint as well as several.

6. The parties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention and registration in the Vancouver Land Title Office of this Covenant.

7. This Covenant and each and every provision hereof shall enure to the benefit of and be binding upon the parties hereto and

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their respective heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF the parties hereto have executed this Covenant as of the day and year first above written.

The corporate seal of ARJAY)
DEVELOPMENTS LTD. was hereunto)
affixed in the presence of:)

W. Castor)
(C/S)

The corporate seal of MAJESTIC)
DEVELOPMENTS LTD. was hereunto)
affixed in the presence of:)

Douglas Fussig - Director)
(C/S)

The corporate seal of WESTERN)
PACIFIC RESORTS INC. was here-)
unto affixed in the presence)
of:)

JL So)
(C/S)

Authorised Signature)

so

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LAND TITLE ACT

FORM 6

PROOF OF EXECUTION BY CORPORATION

I CERTIFY that on the 23rd day of March, 1981, at the City of Vancouver, in the Province of British Columbia,

ANTONIO CABAN^O, who is personally known to me, appeared before me and acknowledged to me that he is the authorized signatory of ARJAY DEVELOPMENTS LTD. and that he is the person who subscribed his name and affixed the seal of the Corporation to the instrument, that he was authorized to subscribe his name and affix the seal to it, and that the Corporation existed at the date the instrument was executed by the Corporation.

IN TESTIMONY of which I set my hand at Vancouver, British Columbia, this 23rd day of March, 1981.

Sherman
A Commissioner for taking Affidavits for British Columbia.

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LAND TITLE ACT

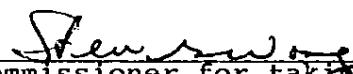
FORM 6

PROOF OF EXECUTION BY CORPORATION

I CERTIFY that on the 23rd day of March, 1981, at the City of Vancouver, in the Province of British Columbia,

DOUGLAS FUNG, who is personally known to me, appeared before me and acknowledged to me that he is the authorized signatory of MAJESTIC DEVELOPMENTS INC. and that he is the person who subscribed his name and affixed the seal of the Corporation to the instrument, that he was authorized to subscribe his name and affix the seal to it, and that the corporation existed at the date the instrument was executed by the Corporation.

IN TESTIMONY of which I set my hand at Vancouver, British Columbia, this 23rd day of March, 1981.


A Commissioner for taking Affidavits for British Columbia.

66

J 26057

LAND TITLE ACT

FORM 6

PROOF OF EXECUTION BY CORPORATION

I CERTIFY that on the 24th day of March, 1981, at the City of Vancouver, in the Province of British Columbia,

JOHN HO, who is personally known to me, appeared before me and acknowledged to me that he is the authorized signatory of WESTERN PACIFIC RESORTS INC. and that he is the person who subscribed his name and affixed the seal of the Corporation to the instrument, that he was authorized to subscribe his name and affix the seal to it, and that the corporation existed at the date the instrument was executed by the Corporation.

IN TESTIMONY of which I set my hand at Vancouver, British Columbia, this 24th day of March, 1981.

Stevenson
A Commissioner for taking Affidavits for British Columbia.

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Item E2

Doc #: J26057

LAND TITLE ACT	
FORM 17	
(SECTION 152(1))	
APR 1974 V7N	
<p>NOTE Before submitting this application, applicants should check and satisfy themselves as to the tax position, including taxes of the Crown Provincial, a Municipal, a Water and Irrigation Districts, and Improvement, Water and Irrigation Districts.</p>	
NATURE OF INTEREST:	<u>Commonhold</u>
TRUE VALUE:	<u>None</u>
CHARGE	<u>Commonhold</u>
NATURE OF CHARGE	
HEREWITH FEES OF:	<u>\$ 10.00</u>
ADDRESS of person entitled to be registered as owner if different than shown in instrument	

SECTION 215 COVENANT

FULL NAME, ADDRESS, TELEPHONE NUMBER of person presenting application:
FARRIS, VAUGHAN, WILLS & MURPHY
 26th Floor, Toronto Dominion Bank Tower,
 700 West Georgia St., Vancouver, B.C. V7Y 1B3
 684-9151

Charles H. Wills

Signature of Applicant or Solicitor or Authorized Agent

March , 1981

BETWEEN:
 WESTERN PACIFIC RESORTS INC.
 OF THE FIRST PART

AND:
 GREATER VANCOUVER REGIONAL DISTRICT
 OF THE SECOND PART

AND:
 ARJAY DEVELOPMENTS LTD.
 OF THE THIRD PART

AND:
 MAJESTIC DEVELOPMENTS INC.
 OF THE FOURTH PART

RP 67431 - S&P 679686

FARRIS, VAUGHAN, WILLS & MURPHY
 BARRISTERS & SOLICITORS
 26TH FLOOR, TORONTO DOMINION BANK TOWER
 700 WEST GEORGIA STREET
 VANCOUVER, B.C. V7Y 1B3

METRO VANCOUVER REGIONAL DISTRICT
BYLAW NO. 1447, 2026
A bylaw to amend "Greater Vancouver Regional District
Electoral Area A Zoning Bylaw No. 1144, 2011"

WHEREAS:

- A. The Board of Directors of the Metro Vancouver Regional District has adopted "Greater Vancouver Regional District Electoral Area A Zoning Bylaw No. 1144, 2011"; and
- B. The Board of Directors of the Metro Vancouver Regional District wishes to amend "Greater Vancouver Regional District Electoral Area A Zoning Bylaw No. 1144, 2011".

NOW THEREFORE the Board of the Metro Vancouver Regional District enacts as follows:

Citation

- 1. The official citation of this bylaw is "Metro Vancouver Regional District Electoral Area A Zoning Amendment Bylaw No. 1447, 2026".

Amendment of Bylaw

- 2. "Greater Vancouver Regional District Electoral Area A Zoning Bylaw No. 1144, 2011" is amended as follows:

- (a) In section 104, the definition "**accessory residential dwelling**" is replaced with the following:

"accessory residential dwelling" means a single *dwelling unit*, intended and used for accommodating persons engaged in an *agricultural, forestry, recreational, marina, a hotel, or assembly* activity or operation, or another non-residential use that is permitted as a *principal use* on the same *lot*;

- (b) In section 104, the definition "**time-sharing use**" is deleted;

- (c) section 210(4) is replaced with the following:

(4) An *accessory suite* is not permitted within a *building* used or intended for use as *duplex residential*, or within an *apartment building*.

- (d) section 317 is replaced with the following:

Resort Commercial Zone - C-1

317(1) The table below outlines permitted land uses, minimum *lot size* and minimum *lot width* for the Resort Commercial Zone - C-1:

Permitted Land Uses	Minimum Lot Size	Minimum Lot Width
<i>Marina</i>	9 ha	n/a
<i>Hotel</i>	9 ha	n/a

<i>Assembly</i>	9 ha	n/a
<i>Accessory Residential Dwelling</i>	n/a	n/a
<i>Accessory Uses</i>	n/a	n/a

(2) The table below outlines the maximum number, maximum size and maximum height for *Buildings and Structures* in this zone:

Buildings and Structures	Maximum Number	Maximum Height
<i>Principal Buildings</i>	1	12.0 m
<i>Accessory Buildings and Structures</i>	n/a	4.5 m

(3) The table below outlines minimum *building setbacks*:

Minimum Building Setbacks	Front Lot Line Setback	Rear Lot Line Setback	Exterior Lot Line Setback	Interior Lot Line Setback
<i>Principal Building</i>	4.5 m	4.5 m	3.0 m	1.5 m
<i>Accessory Buildings and Structures</i>	4.5 m	4.5 m	3.0 m	1.5 m

(4) Where there is a *watercourse* on the property, or the property abuts the sea or a lake, the *setback* requirements outlined in Sections 212-214 shall apply and prevail.

Conditions of Use

(5) The following regulations apply to *hotel* and *marina* uses within this zone:

- (a) Outdoor *storage* areas shall be totally screened from view from the sea and from *hotel* uses by a *landscape screen* of not less than 1.8 metres in height to a maximum of 2.4 metres.
- (b) A *marina* use shall not provide moorage to float homes and no vessel while moored at a *marina* within a C-1 Zone shall be used for overnight accommodation for more than 21 consecutive days or a total of 75 days in any one calendar year.
- (c) Notwithstanding Section 209, an *accessory residential dwelling* use must:
 - i. not be located in part or in total in a *mobile home*;
 - ii. not exceed a gross floor area of 375 square metres; and
 - iii. be located on the same *lot* as the business to which it is accessory.

- (d) The total area of all signs and other visual advertising devices on a *lot* must not exceed 4.7 square metres and no single sign shall exceed 2.0 square metres in area. Signage and other visual advertising devices may be illuminated with light emitting devices but no signs or other visual advertising shall have the appearance of flashing or moving.
- (e) In this zone, where the use is a *hotel use*, the use, or occupancy of a *resort dwelling unit*, by a person other than *hotel* employees must not exceed 60 consecutive days or a total of 75 days in any one calendar year.

Maximum Lot Coverage

(6) The maximum *lot coverage* is 10%.

(e) In section 501(1)(b), the text “*Time Share Unit* 1 space per unit” is deleted.

First public notification given this _____ day of _____, _____.

Second public notification given this _____ day of _____, _____.

Read a first, second, and third time this _____ day of _____, _____.

Adopted this _____ day of _____, _____.

Mike Hurley, Chair

Dorothy Shermer, Corporate Officer