

SALT SPRING ISLAND LOCAL TRUST COMMITTEE

BYLAW NO. 517

A BYLAW TO AUTHORIZE A HOUSING AGREEMENT

WHEREAS the Salt Spring Island Local Trust Committee is the Local Trust Committee having jurisdiction on and in respect of the Salt Spring Island Local Trust Area, pursuant to the *Islands Trust Act*;

AND WHEREAS Section 483 of the Local Government Act and Section 29 of the *Islands Trust Act* permit the Local Trust Committee to enter into a housing agreement;

AND WHEREAS the Salt Spring Island Local Trust Committee wishes to enter into a Housing Agreement;

NOW THEREFORE the Salt Spring Island Local Trust Committee enacts in open meeting assembled as follows:

1. This Bylaw may be cited for all purposes as "Salt Spring Island Housing Agreement Bylaw No. 517, 2019".
2. Any one Trustee of the Salt Spring Island Local Trust Committee are authorized to execute an agreement in the form attached to this Bylaw with the Gulf Islands Seniors Residence Association (GISRA).

READ A FIRST TIME this 26TH day of NOVEMBER, 2019

READ A SECOND TIME this 26TH day of NOVEMBER, 2019

READ A THIRD TIME this 26TH day of NOVEMBER, 2019

APPROVED BY THE EXECUTIVE COMMITTEE OF THE ISLANDS TRUST this

18TH day of DECEMBER, 2019

ADOPTED this 18TH day of FEBRUARY, 2020


SECRETARY


CHAIRPERSON

Housing Agreement and Section 219 Covenant

THIS AGREEMENT DATED FOR REFERENCE THE _____ DAY OF _____, 20____, IS BETWEEN:

GULF ISLANDS SENIORS' RESIDENCE ASSOCIATION (GISRA) [landowner], a society incorporated under the laws of the Province of British Columbia under GISRA Incorporation No.: S0038999, GISRA Business No.: 86806 0534 BC0001 and GISRA Registered No.: 86806 0534 RR0001 and having its office address at 121 Atkins Road, Salt Spring Island, BC, V8K 2X7.

(the "Owner");

AND

SALT SPRING ISLAND LOCAL TRUST COMMITTEE, a corporation under the Islands Trust Act, having an office at 2nd floor, 1627 Fort Street, Victoria, BC, V8R 1H8

(the "Local Trust Committee")

WHEREAS;

- A. The Owner is the registered owner of the lands situated at 154 Kings Lane on Salt Spring Island, British Columbia, and legally described as Parcel Identifier: 003-106-756, Lot 2, Section 4, Range 3 East, North Salt Spring Island, Cowichan District, Plan 23507 (the "Lands");
- B. The Lands have been rezoned by the Salt Spring Local Trust Committee by means of Salt Spring Island Land Use Bylaw 1999, Amendment No. 3, 2018, to permit the development of an affordable seniors' supportive housing development;
- C. The Owner intends to rent the units on the Lands, by way of rental agreement, at an affordable rate to Qualified Renters (as defined in Section 1.1);
- D. The Local Trust Committee may pursuant to Section 29 of the *Islands Trust Act* and Section 483 of the *Local Government Act*, enter into a housing agreement with an owner of land that includes terms and conditions regarding the occupancy, tenure and availability to specified classes of persons of dwelling units located on the land;
- E. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the Local Trust Committee in respect of the use of land or construction onland;
- F. The Owner and Local Trust Committee wish to enter into this Agreement to provide affordable housing on the Lands on the terms and conditions of this Agreement to have effect as both a covenant under Section 219 of the *Land Title Act* and as housing agreement under Section 483 of the *Local Government Act*;
- G. The Local Trust Committee has, by bylaw, authorized the execution of this Agreement and the Owner has duly authorized the execution of this Agreement.

THIS AGREEMENT is evidence that in consideration of \$1.00 paid by the Trust Committee to the Owner (the receipt of which is acknowledged by the Owner), and in consideration of the promises exchanged below, the Trust Committee and the owner, agree as covenants granted by the Owner to the Trust Committee under Section 219 of the *Land Title Act*, and as a housing agreement between the Owner and the Trust Committee under Section 483 of the *Local Government Act*, as follows:

Article 1: Definitions and Interpretation

1.1 Definitions

in this Agreement:

“Affordable Housing Unit”	means a Dwelling Unit on the Lands in respect of which the construction, tenure, rent and occupancy are restricted in accordance with Sections 2.1 through 2.6 of this Agreement, but does not include any Staff Housing Unit;
“Business Days”	means Monday to Friday inclusive except for those excluded days declared by lawful authority as holidays;
“CPI”	means the All-items Consumer Price Index for British Columbia as calculated by Statistics Canada, or its successor in function;
“Dwelling Unit”	means a residential living unit as defined in the Salt Spring Land Use Bylaw;
“Household”	means one or more individuals occupying the same Dwelling Unit;
“Lands”	is defined in the recitals to this Agreement;
“Maximum Monthly Rent” (MMR)	means an amount equal to 30% of the 2015 median total income for households on Salt Spring Island as published by Statistics Canada in the 2016 Census, as adjusted annually by the Yearly CPI change for as long as this Covenant is in force. Schedule “A” of this Covenant is a table setting out the specifics of the MMR authorized by this Covenant to and including 2018.
“Qualified Renter”	means a person who is 65 years of age or older and is a party to a Tenancy Agreement;
“Residential Tenancy Act”	means the <i>Residential Tenancy Act</i> of British Columbia;
“Staff Housing Unit”	means a Dwelling Unit provided for staff employed by the Owner, but not required to be an Affordable Housing Unit, under this Housing Agreement;
“Tenancy Agreement”	means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit;

“Yearly CPI Change” means the percentage change in CPI from the CPI for January of the immediately preceding calendar year, to the CPI for January of the then present calendar year.

1.2 Interpretation

Reference in this Agreement to:

- a) A “party” is a reference to a party to this Agreement;
- b) A particular numbered “article” or “section” or to a particular lettered “schedule” is a referent to the corresponding numbered or lettered article, section, or schedule of this Agreement;
- c) An “enactment” is a reference to an enactment as defined in the *Interpretation Act* and is a reference to any revision, amendment or re-enactment of, or replacement for, that enactment;
- d) Wherever the singular or the masculine is used in this Agreement, it shall be deemed to include the plural or the feminine, or the body politic or corporate, where the context or the parties so require; and
- e) The Local Trust Committee includes a reference to its successors in function, including a municipality.

1.3 Headings

The division of this Agreement into articles, sections and schedules is for convenience of reference only and does not affect its interpretation.

1.4 Entire Agreement

This is the entire Agreement among the parties concerning its subject and may be amended only by a document executed by all parties.

Article 2 – Affordable Housing

2.1 Agreement over the Lands

Pursuant to Section 219 of the *Land Title Act* and Section 483 of the Local Government Act, the Owner covenants and agrees that:

- a) The Lands will not be developed, and no building or structure will be constructed on the Lands unless, as part of and concurrently with the development on the Lands, the Owner also constructs and completes 48 Affordable Housing Units on the Lands, substantially in accordance with the site and floor plans attached as **Schedule “B”**;
- b) No building on the Lands may be subdivided by means of a strata plan without prior approval of the Local Trust Committee; and

- c) The Owner will maintain the Affordable Housing Units in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands.

2.2 Affordable Rental Housing Eligibility

The Owner covenants and agrees not to rent or lease any Affordable Housing Units except to a Qualified Renter and in accordance with the following additional requirements:

- a) The Affordable Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
- b) The Affordable Housing Unit will be occupied only by Qualified Renters, and by no more than two Qualified Renters;
- c) The Qualified Renter(s) will occupy the Affordable Housing Unit as its permanent, principal and sole residence;
- d) Priority for occupancy will be given to Gulf Islands residents;
- e) Each Tenancy Agreement will include a clause prohibiting subletting including short-term vacation rentals, a clause requiring the Qualified Renter to comply with the use and occupancy restrictions contained in this Agreement, and a provision entitling the Owner to terminate the rental agreement in accordance with the *Residential Tenancy Act* in the event of any breach of these use and occupancy clauses;
- f) The Owner will deliver to the Local Trust Committee a true copy of every Tenancy Agreement entered into in respect of any Affordable Housing Unit within 10 business days of any request to do so; and
- g) The Owner will include in every Tenancy Agreement notice of the existence of this Agreement and the occupancy restrictions applicable to the Affordable Housing Unit, and will provide to each Qualified Renter upon request, a copy of this Agreement.

2.3 Rental Rates

The Owner covenants and agrees that it will:

- a) Not charge any tenant a monthly rent, exclusive of utilities, that is greater than the Maximum Monthly Rent, except that the Owner may, subject to the provisions of the *Residential Tenancy Act*, increase the rent payable for the Affordable Housing Unit annually based on the British Columbia Cost of Living Increase as reported by *Statistics Canada*;
- b) Provide at no extra charge or fee sanitary sewer, storm sewer, potable water, property taxes and similar services, as well as access and use of any common area. Tenants shall be solely responsible for all costs relating to cable, internet, telephone, laundry, gas or electricity fees and charges for any additional services.

2.4 Policies/Rules and Regulations/Administration by Owner

The Owner is authorized to make and administer rules, regulations and policies necessary to fully implement and achieve the policy goals set out in this Agreement. Such rules, regulations and policies may include, but are not limited to, the following:

- a) Establishing and maintaining a wait list of potential Qualified Renters; and
- b) Establishing, administering and enforcing a rental policy applicable to the terms of this Agreement and in accordance with the *Residential Tenancy Act*.

2.5 No Sublease or Assignment

Except as set out in this Agreement, the Owner will not permit the interest in an Affordable Housing Unit to be subleased or a Tenancy Agreement to be ~~assigned~~.

2.6 Monitoring and Reporting to the Local Trust Committee

The Owner must deliver to the Local Trust Committee once each year on or before July 1st, a completed statutory declaration, substantially in the form attached as **Schedule "C"** of this Agreement, sworn by the Owner. Additionally, the Local Trust Committee may request this statutory declaration up to four times in any calendar year, and the owner must complete and supply the completed statutory declaration within ten (10) business days of receiving a request from the Local Trust Committee. The Owner irrevocably authorizes the Local Trust Committee to make reasonable inquiries it considers necessary in order to confirm compliance with this Agreement.

Article 3 – General Terms

3.1 Order to Comply

If the Owner is in default of the performance or observance of this Agreement, the Local Trust Committee may give the Owner a notice of default requiring the Owner to comply with this Agreement within the time stated in the notice. The Owner agrees that any breach or default in the performance of this Agreement on its part must be corrected, to the satisfaction of the Local Trust Committee, within the time stated on the notice of default provided to the Owner by the Local Trust Committee.

3.2 Management

The Owner covenants and agrees to furnish good and efficient management of the Lands and the Affordable Housing Units on the Lands. If and when the Local Trust Committee has reasonable grounds to believe that a continuing breach of this Agreement exists, the Local Trust Committee may authorize its representatives to inspect the Lands at any reasonable time, subject to the notice provisions of the *Residential Tenancy Act* and subject to the concurrent delivery of such a notice to the Owner.

3.3 Society Standing

The Gulf Islands Seniors' Residency Association is a society under the *Society Act* and as such must remain a society in good standing and must not amend its constitution in any manner that would prevent, or adversely affect, the ability of the Society to perform its obligations under this Agreement.

3.4 Specific Performance of Agreement

The Owner agrees that the Local Trust Committee is entitled to obtain an order for specific performance of this Agreement and a prohibitory or mandatory injunction in respect of any breach by the Owner of this Agreement, in view of the public interest in restricting the occupancy of the Affordable Housing Units. The Owner further acknowledges that a breach of this Agreement may constitute a breach of the Local Trust Committee's Land Use Bylaw, as amended from time to time.

3.5 Assignment

The Owner acknowledges that the Local Trust Committee may delegate or assign the administration and management of this Agreement to a third party, and in that event, any reference in this Agreement to the Local Trust Committee shall be interpreted as a reference to that party provided that the Local Trust Committee has also advised the Owner.

3.6 Indemnity

The Owner shall indemnify and save harmless the Local Trust Committee and each of its elected officials, officers, directors, employees and agents from and against all claims, demands, actions, loss, damage, costs and liabilities for which any of them may be liable by reason of any act or omission of the Owner or its officers, directors, employees, agents or contractors or any other person for whom the Owner is by law responsible, including breaches of this Agreement. This clause will survive the termination clause of this Agreement.

3.7 Release

The Owner releases and forever discharges the Local Trust Committee and each of its elected officials, officers, directors, employees and agents and each of their heirs, executors, administrators, personal representatives, successors and assigns from all claims, demands, damages, actions or causes of action arising out of advice or direction respecting the ownership, lease, operation or management of the Land or the Affordable Housing Units which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them. This clause will survive the termination clause of this Agreement.

3.8 Local Trust Committee Powers Unaffected

This Agreement does not limit the discretion, rights, duties or powers of the Local Trust Committee under any enactment or the common law, impose on the Local Trust Committee any duty or obligation, affect or limit any enactment relating to the use of the Lands, or relieve the Owner from complying with any enactment.

3.9 No Public Law Duty

Wherever in this Agreement an act, determination, consent, approval or agreement of the Local Trust Committee is provided for, such act, determination, consent, approval or agreement may be done or made in accordance with the terms of this Agreement and no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice shall have any application.

3.10 No Waiver

No condoning, excusing or overlooking by the Local Trust Committee of any default under this Agreement, nor any consent, approval or agreement whether written or otherwise shall be taken to operate as a waiver by the Local Trust Committee of any subsequent default or of the necessity for further consent, approval or agreement in respect of a subsequent matter requiring it under this Agreement, or in any way to defeat or affect the rights or remedies of the Local Trust Committee.

3.11 Arbitration

Any matter in dispute between the parties under this Agreement, including any disputes as to whether a particular individual is eligible to occupy an Affordable Housing Unit, must be referred to a single arbitrator if the parties can agree on one, and otherwise to three arbitrators, one to be appointed by each of the parties and the third by those two so appointed, and the matter must be resolved in accordance with the provisions of the *Arbitration Act*.

3.12 Covenant Runs with the Land

Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted by the Owner to the Local Trust Committee in accordance with Section 219 of the *Land Title Act* in respect of the Lands and this Agreement burdens the Lands and runs with it and binds the Owners successors in title and binds every parcel into which it is consolidated or subdivided by any means, including, by subdivision or by strata plan.

3.13 Limitation of the Owners' Obligations

The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands.

3.14 Amendment and Termination

This Agreement may not be modified or amended except by bylaw of the Local Trust Committee, upon the agreement in writing between the Local Trust Committee and the Owner.

3.15 Notices

Any notice required to be given pursuant to this Agreement shall be in writing and shall be given to the Owner or the Local Trust Committee, as the case may be, at the addresses provided in this Agreement, or to any other address of which either the Owner or the Local Trust Committee may advise the others in writing in accordance with this paragraph. Notice to the Local Trust Committee must be addressed to the Secretary of the Islands Trust. If given in person or by facsimile transmission, such notice will be deemed to have been received when delivered and, if mailed, such notice will be deemed to be received only when actually received by the party to whom it is addressed.

3.16 Enurement

This Agreement is binding upon and enures to the benefit of the parties and their respective successors and permitted assigns.

3.17 Remedies Cumulative

The remedies of the Local Trust Committee specified in this Agreement are cumulative and are in addition to any remedies the Local Trust Committee has at law or in equity. No remedy shall be deemed to be exclusive, and the Local Trust Committee may from time to time have recourse to one or more or all of the available remedies specified herein or at law or in equity.

3.18 Severability

If any term or provision of this Agreement, or its application to any person or circumstance shall to any extent be found to be invalid and unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

3.19 Joint and Several

In the case of more than one Owner, the grants, covenants, conditions, provisions, agreements, rights, power, privileges and liabilities of the Owner shall be construed and held to be several as well as joint.

3.20 Further Acts

The Owner will do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.

3.21 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the province of British Columbia.

3.22 Joint Venture

Nothing in this Agreement shall constitute the Owner as an agent, joint venture or partner of the Local Trust Committee or give the Owner any authority or power to bind the Local Trust Committee in any way.

3.23 Time of Essence

Time is of the essence in this Agreement.

3.25 Further Assurances

The parties shall execute and do all such further deeds, acts, things and assurances as they reasonably require to carry out the intent of this Agreement.

3.26 Registration and Priority

The Owner agrees to do everything necessary at the Owners expense to ensure that this Agreement is registered against title to the Lands with priority over all financial charges, liens and encumbrances registered or pending at the time of application for registration of this Agreement specifically approved in writing by the Local Trust Committee or in favour of the Local Trust Committee.

3.26 Deed and Contract

By executing and delivering this Agreement, each of the parties intends to create both a contract and a deed executed and delivered under seal.

As evidence of their agreement to be bound by the above terms, the parties each have executed and delivered this Agreement under seal by executing Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement.

SCHEDULE "A"

Maximum Monthly Rent Calculations

Qualified Renters and Affordable Rent

Affordable rent is calculated from the 2016 Federal Census, which uses the claimed incomes from 2015. The calculation uses the Median Total Household income before taxes. Household statistics are used because each unit could accommodate two residents.

	Median Total Income	30%	Eligible Monthly Rent
Household	\$59,077	\$17,723.10	\$1,476.92

Cost of Living Increases

Rent increases will not exceed the yearly CPI change. The following table demonstrates the potential maximum rent based on the 2018 Cost of Living Increase in British Columbia (2.7% in the 2018 calendar year) as reported by *Statistics Canada*¹. This table is provided as a guide.

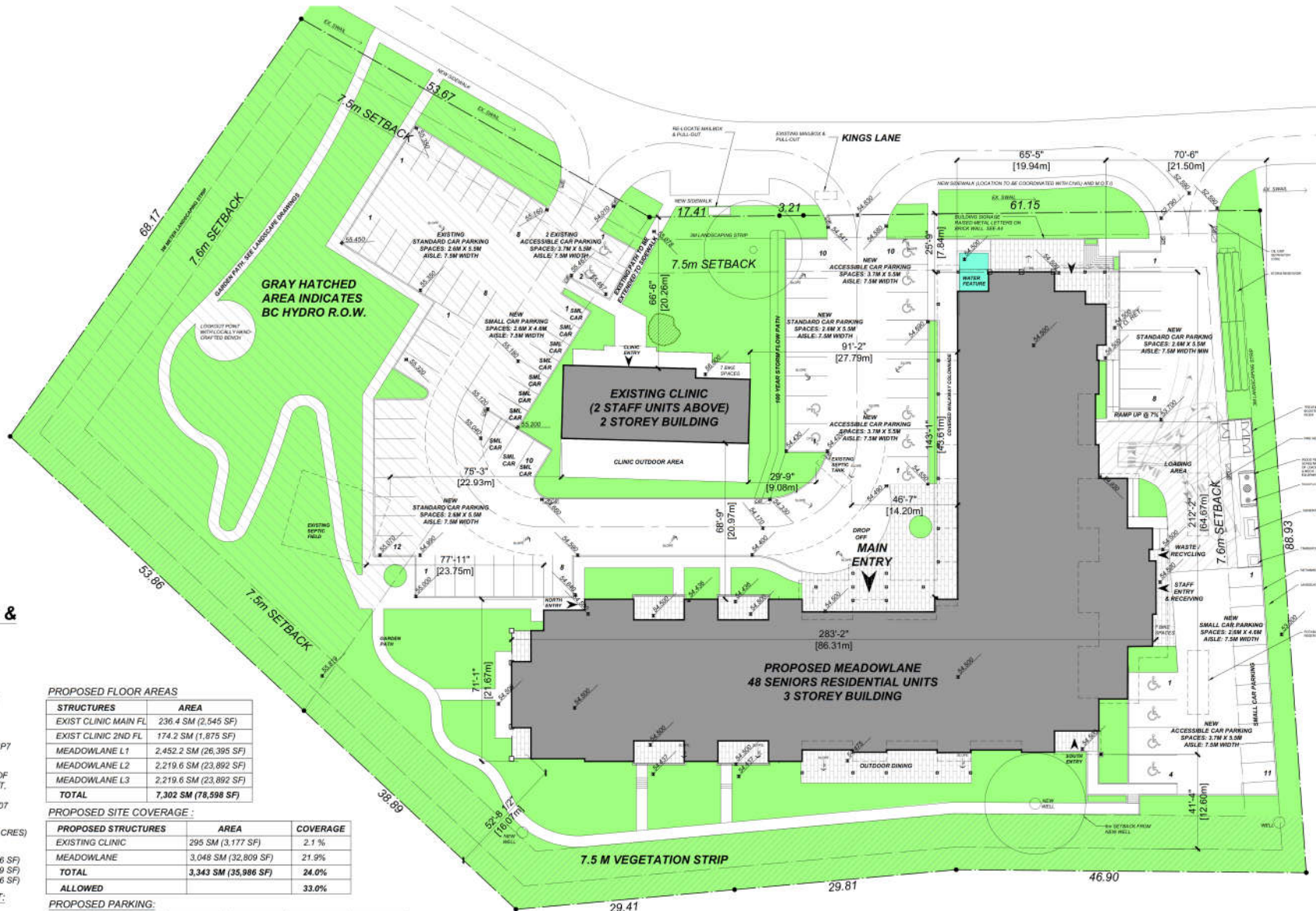
Year	Average Cost of Living Increase (as reported by Statistics Canada)	Adjusted Maximum Monthly Rent for Following Year
2015	-	\$1,477
2016	1.8	\$1,504
2017	2.1	\$1,535
2018	2.7	\$1,577

¹<https://www2.gov.bc.ca/gov/content/data/statistics/economy/consumer-price-index>

SCHEDULE “B”

Site Plan and Floor Plans for 154 Kings Lane, Salt Spring Island

SCHEDULE B - CONTINUED



BUILDING, SITE & ZONING DATA:

EXISTING ZONING:
CF1(d) - COMMUNITY FACILITY

PROPOSED ZONING:
R12(a) - SENIORS SUPPORTIVE HOUSING COMPLEX

CIVIC ADDRESS:
164 KINGS LANE
SALT SPRING ISLAND, BC, V8K 2P7

LEGAL ADDRESS:
TOPOGRAPHIC PLAN ON PART OF LOT 2 SECTION 4, RANGE 3 EAST, NORTH SALT SPRING ISLAND, COWICHAN DISTRICT, PLAN 23507

SITE AREA:
13,889 SM (149,490 SF OR 3.43 ACRES)

SETBACKS:
REAR: 7.5M (24.6 SF)
SIDE: 7.6M (24.9 SF)
FRONT: 7.5M (24.6 SF)

PROPOSED BUILDING HEIGHT:
3 STOREY, 12.33 M, SEE A7

FLOOR SPACE RATIO
ALLOWED: 0.6
PROPOSED: 0.53

DWELLING UNITS:

SENIORS RESIDENTIAL	48
STAFF HOUSING	2
TOTAL	50

PROPOSED FLOOR AREAS

STRUCTURES	AREA
EXIST CLINIC MAIN FL	236.4 SM (2,545 SF)
EXIST CLINIC 2ND FL	174.2 SM (1,875 SF)
MEADOWLANE L1	2,452.2 SM (26,395 SF)
MEADOWLANE L2	2,219.6 SM (23,892 SF)
MEADOWLANE L3	2,219.6 SM (23,892 SF)
TOTAL	7,302 SM (78,598 SF)

PROPOSED SITE COVERAGE:

PROPOSED STRUCTURES	AREA	COVERAGE
EXISTING CLINIC	295 SM (3,177 SF)	2.1 %
MEADOWLANE	3,048 SM (32,809 SF)	21.9 %
TOTAL	3,343 SM (35,986 SF)	24.0 %
ALLOWED		33.0 %

PROPOSED PARKING:

USE	AREA/UNITS	PARKING REQ.	# OF SPACES	BIKE PARK REQ.	# OF BIKE SPACES
SENIORS	48	1/3	16.0	0	0
MULTI FAMILY	2	1/1.25	2.5	6 + 1/1	8
STAFF	8	1/1	8	1/1	1
CLINIC	236 M2	1/32.5M2	7.3	1/250 M2	1
MEETING SPACE	65 M2	1/3.6 M2	18	1/100 M2	1
TOTAL REQUIRED			52		11
TOTAL PROVIDED			14 ACCESSIBLE		14

1 SITE PLAN
SCALE: 1" = 20'-0"

SCALE: 1" = 20'-0" (1:240)



NOTES:
1. ALL DIMENSIONS ARE AS SHOWN UNLESS OTHERWISE SPECIFIED.
2. THE SITE PLAN IS A REPRESENTATION OF THE PROPOSED DEVELOPMENT AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION.
3. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
4. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
5. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

PROJECT:
MEADOWLANE
INDEPENDENT LIVING
SALT SPRING ISLAND BC

REVISION	NO.	DATE
ISSUED FOR DEV. PERMIT	1	JUNE 10 2019
REVISED FOR DEV. PERMIT	2	SEPT 5 2019

PROJECT:
MEADOWLANE
INDEPENDENT LIVING
SALT SPRING ISLAND BC

TITLE:
SITE PLAN
Scale: 1" = 20'-0"

A1

WHEELER CRAWFORD + SONS
ARCHITECTURE + DESIGN + PLANNING
Salt Spring Island BC
V8K 2T9

SCHEDULE B - CONTINUED



- TO, WALL STUD 2
35' - 6 1/4"
- TO, WALL STUD 1
32' - 6 1/4"
- LEVEL 3
23' - 5 1/2"
- LEVEL 2
13' - 2 1/2"
- LEVEL 1
0' - 0"

1 SOUTHELEVATION
SCALE: 3/32" = 1'

NOTE:
NOT TO SCALE
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2302 - 115
Fuller-Gangne Rd
Wheeler-Cranford + Sons
ARCHITECTURE + DESIGN + INTERIORS
VWK 217

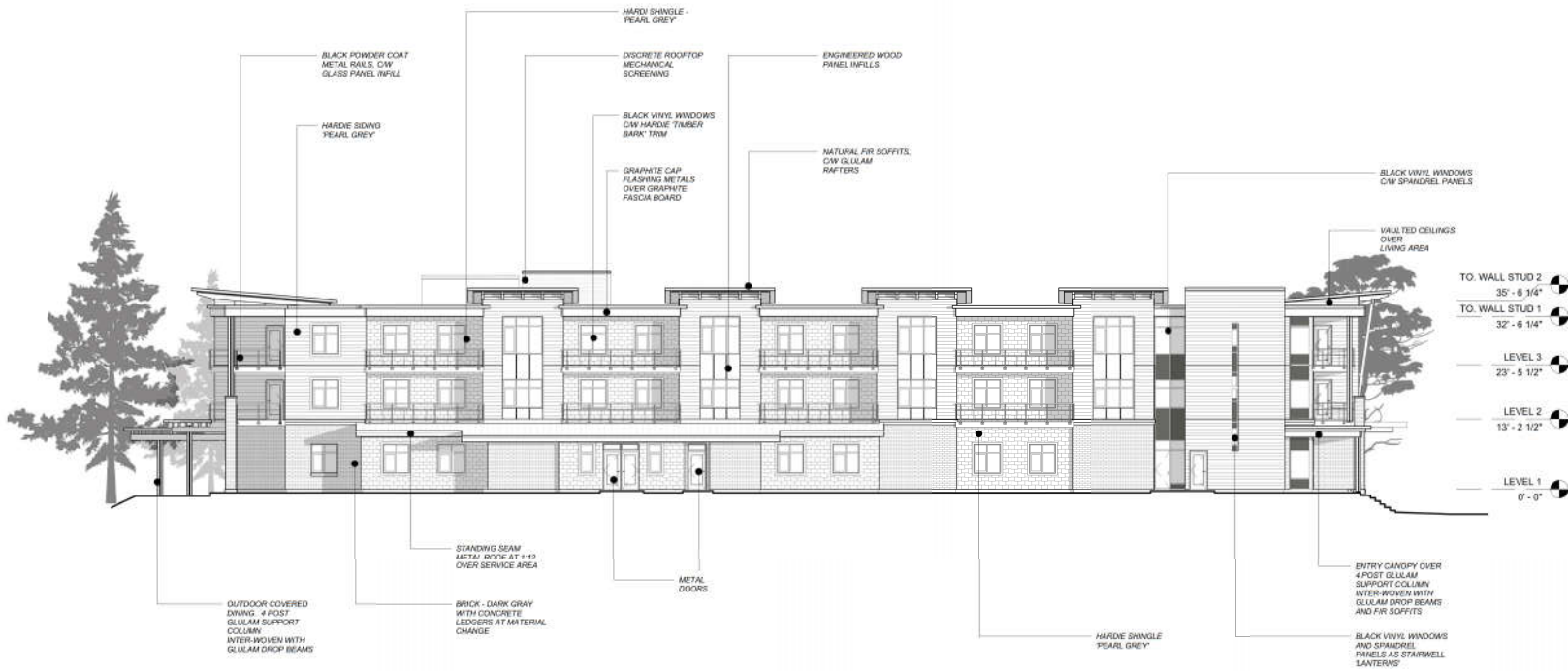
NO.	DATE	REVISION
1 <td>JUN 10, 2019 <td>ISSUED FOR DEV. PERMIT</td> </td>	JUN 10, 2019 <td>ISSUED FOR DEV. PERMIT</td>	ISSUED FOR DEV. PERMIT
2 <td>SEPT 05, 2019 <td>REVISE FOR DEV. PERMIT</td> </td>	SEPT 05, 2019 <td>REVISE FOR DEV. PERMIT</td>	REVISE FOR DEV. PERMIT

PROJECT:
MEADOWLANE
INDEPENDENT LIVING
SALT SPRING ISLAND BC

TITLE:
SOUTH ELEVATION

A3

SCHEDULE B - CONTINUED



1 EAST ELEVATION
SCALE: 3/32" = 1"



2 PROJECT SIGNAGE
SCALE: N.T.S.

RAISED PROJECT LETTERING ON BRICK FLANK WALL CW GROUND LIGHTING (1" x 1/2" WATER JET CUT ALUMINUM)

NOTE:
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PROJECT: MEADOWLANE INDEPENDENT LIVING
SALT SPRING ISLAND BC
DATE: JUN 10, 2019
REVISION: REVISION FOR DEV. PERMIT
ISSUED FOR DEV. PERMIT
NO. 1
DATE: JUN 10, 2019
NO. 2
DATE: SEPT 05, 2019

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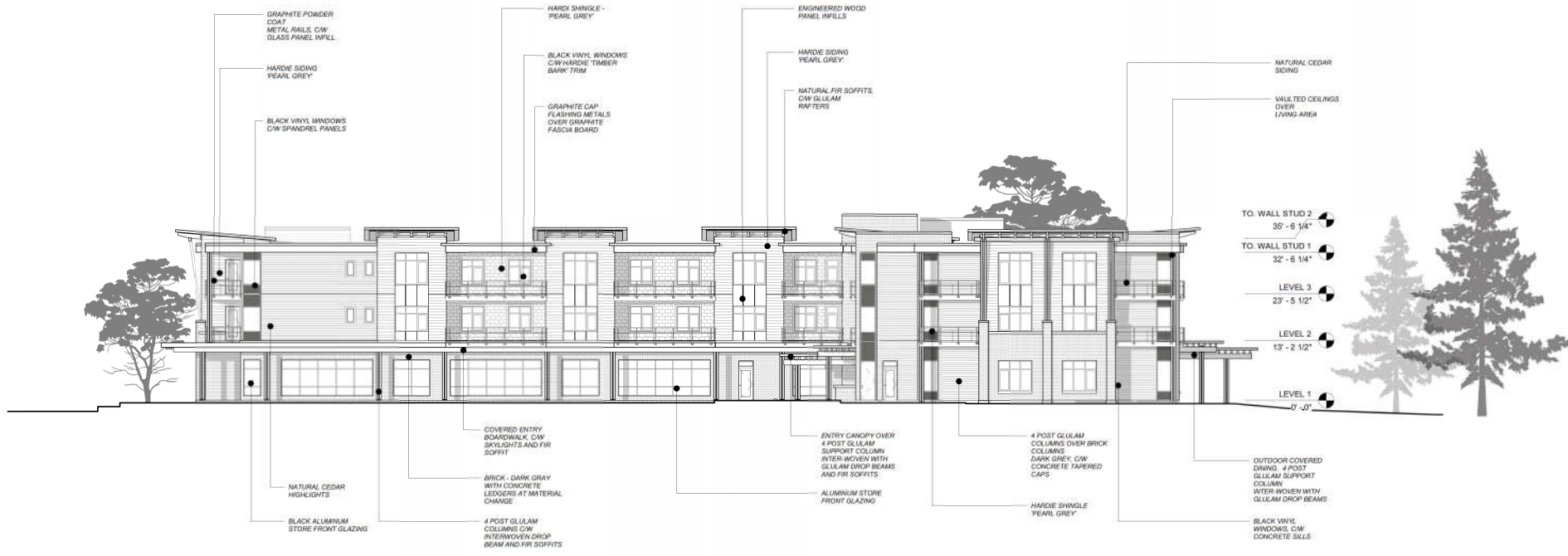
REVISION	DATE	NO.
ISSUED FOR DEV. PERMIT	JUN 10, 2019	1
REVISION FOR DEV. PERMIT	SEPT 05, 2019	2

PROJECT:
MEADOWLANE
INDEPENDENT LIVING
SALT SPRING ISLAND BC

TITLE:
EAST ELEVATION
& SIGNAGE

A4

SCHEDULE B - CONTINUED



1 WESTELEVATION
SCALE: 3/32" = 1'

NOTE:
NOT TO BE USED FOR CONSTRUCTION. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND MATERIALS WITH THE ARCHITECT. ANY CHANGES TO THE DESIGN SHALL BE APPROVED BY THE ARCHITECT. THIS DRAWING IS THE PROPERTY OF WHEELER CRANFORD & SONS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF WHEELER CRANFORD & SONS.


WHEELER CRANFORD & SONS
 ARCHITECTURE • DESIGN • INTERIORS
 E: info@wheeler.com
 2302 - 115 Fullard-Gangne Rd
 Victoria, BC V8K 2T1

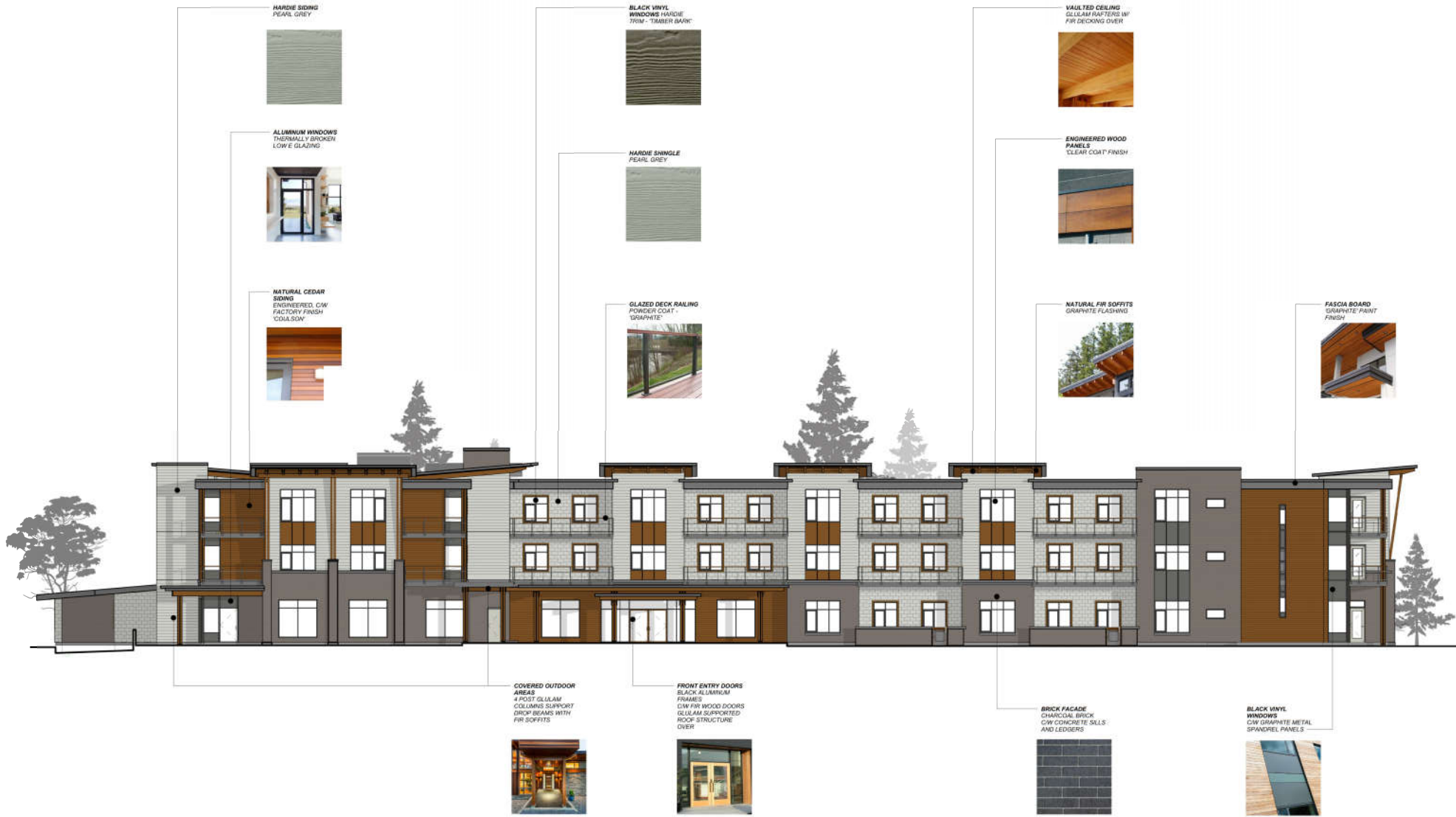
NO.	DATE	REVISION
1	JUN 10, 2019	ISSUED FOR DEV. PERMIT
2	SEPT 05, 2019	REVISED FOR DEV. PERMIT

PROJECT:
MEADOWLANE
 INDEPENDENT LIVING
 SALT SPRING ISLAND BC

TITLE:
WEST ELEVATION

A5

SCHEDULE B - CONTINUED



HARDIE SIDING
PEARL GREY



ALUMINUM WINDOWS
THERMALLY BROKEN
LOW E GLAZING



NATURAL CEDAR
SIDING
ENGINEERED CW
FACTORY FINISH
COLONIAL



BLACK VINYL
WINDOWS HARDIE
TRIM - TIMBER BARK



HARDIE SHINGLE
PEARL GREY



GLAZED DECK RAILING
POWDER COAT -
GRAPHITE



VAULTED CEILING
GULLAM RAFTERS W/
FIR DECKING OVER



ENGINEERED WOOD
PANELS
CLEAR COAT FINISH



NATURAL FIR SOFFITS
GRAPHITE FLASHING



FASCIA BOARD
GRAPHITE PAINT
FINISH



COVERED OUTDOOR
AREAS
4 POST GULLAM
COLUMNS SUPPORT
DROP BEAMS WITH
FIR SOFFITS



FRONT ENTRY DOORS
BLACK ALUMINUM
FRAMES
CW FIR WOOD DOORS
GULLAM SUPPORTED
ROOF STRUCTURE
OVER



BRICK FACADE
CHARCOAL BRICK
CW CONCRETE SILLS
AND LEDGERS



BLACK VINYL
WINDOWS
CW GRAPHITE METAL
SPANDEL PANELS



NOTES:
1. ALL MATERIALS TO BE APPROVED BY THE ARCHITECT PRIOR TO ORDERING.
2. ALL MATERIALS TO BE APPROVED BY THE ARCHITECT PRIOR TO ORDERING.
3. ALL MATERIALS TO BE APPROVED BY THE ARCHITECT PRIOR TO ORDERING.
4. ALL MATERIALS TO BE APPROVED BY THE ARCHITECT PRIOR TO ORDERING.
5. ALL MATERIALS TO BE APPROVED BY THE ARCHITECT PRIOR TO ORDERING.

PROJECT:
MEADOWLANE
INDEPENDENT LIVING
SALT SPRING ISLAND BC

REVISION	DATE	NO.
ISSUED FOR DEV. PERMIT	JUN 16, 2019	1
REVISED FOR DEV. PERMIT	SEPT 05, 2019	2

TITLE:
MATERIALS

A6

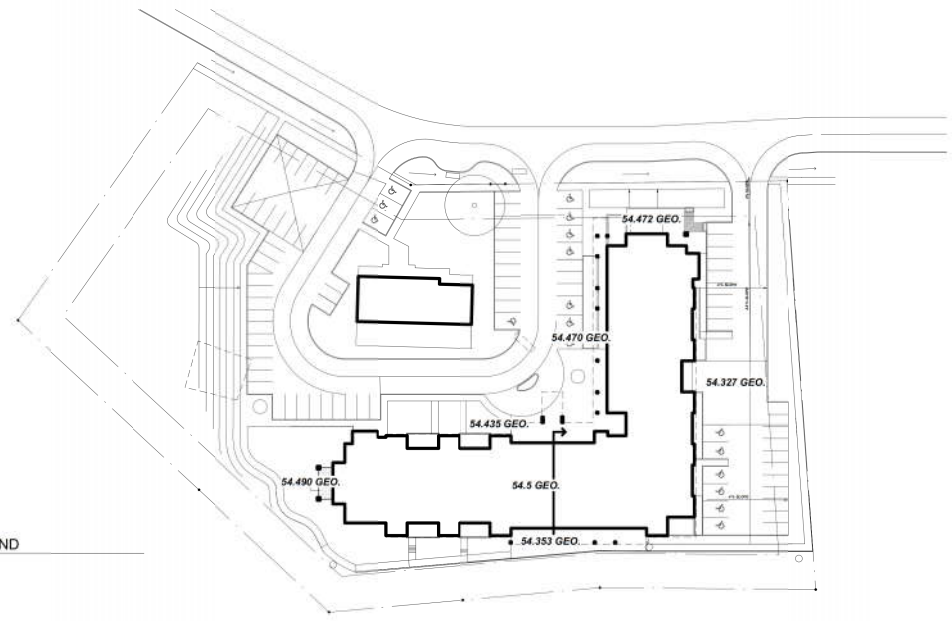
SCHEDULE B - CONTINUED



2 SECTION AA
SCALE: 1/8" = 1'

HEIGHT CALCULATION:

ALLOWED HEIGHT:.....13.0 M [42.65']
 PROVIDED HEIGHT:.....12.33 M [40' 5 1/4"]
 (DIMENSIONED TO HIGHEST POINT AT STAIR ROOF ACCESS)
 [54.472+54.327+54.353+54.490+54.435+54.470 / 6]
 =54.425 (AVERAGE FINISHED GRADE)



2 SITE PLAN LEGEND
SCALE: N.T.S.

NOTES:
 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
 2. ALL FINISHES ARE TO BE AS SHOWN ON THE FINISH SCHEDULE.
 3. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE AS SHOWN ON THE SPECIFICATIONS.
 4. ALL WORK SHALL BE IN ACCORDANCE WITH THE BC BUILDING CODE AND ALL APPLICABLE REGULATIONS.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
 6. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
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 100. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL WORK DONE.

REVISIONS:

NO.	DATE	DESCRIPTION
1	JUN 10, 2019	ISSUED FOR DEV. PERMIT
2	SEPT 05, 2019	REVISED FOR DEV. PERMIT

PROJECT: MEADOWLANE INDEPENDENT LIVING SALT SPRING ISLAND BC

TITLE: SECTION AND HT. CALCULATION

A7

SCHEDULE "C"
OWNER STATUTORY DECLARATION

CANADA

IN THE MATTER OF A HOUSING AGREEMENT

PROVINCE OF BRITISH COLUMBIA

WITH THE SALT SPRING ISLAND LOCAL TRUST
COMMITTEE ("Housing Agreement")

I, _____ declare that:

1. I am the _____ of the Gulf Islands Seniors' Residence Association, the owner of the land, known as Meadowlane Seniors' Residence, located at 154 Kings Lane, Salt Spring Island, legally described as
Parcel Identifier: 003-106-756, Lot 2, Section 4, Range 3 East, North Salt Spring Island, Cowichan District, Plan 23507 ("the Lands").
2. I make this declaration to the best of my personal knowledge.
3. This declaration is made pursuant to the Housing Agreement registered against the Lands.
4. For the period from 2020 to 2060, the Affordable Housing Units will only be used by Qualified Renters (as defined in the Housing Agreement).
5. At no time have, or will, the Affordable Housing Units be used as short term vacation rental.
6. The rental payments charged for the Affordable Housing Units are in compliance with the Housing Agreement, and other charges registered against the Lands and confirm that the Owner has complied with all of its obligations under these Agreements.
7. No subletting of the Lands has been permitted.
8. I acknowledge and agree to comply with all of the Owners' obligations under the Housing Agreement, and other charges registered against the Lands and confirm that the Owner has complied with all of its obligations under these Agreements.
9. 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 pursuant to the *Canada Evidence Act*.

DECLARED BEFORE ME at _____, British Columbia, this _____ day of _____, 20_____.

Commissioner

Janet Smith