

THOMAS, WALLEY  
& BERG  
BARRISTERS & SOLICITORS  
KAMLOOPS AGENT

RECEIVED  
ZONING AMENDMENT BY-LAW #257  
KAMLOOPS B.C.

P 2510

3 JAN 15 14:21

Being a By-law to amend the Zoning By-law for the purpose of designating a Development Area

WHEREAS the regulations relating to Community Planning Area No. 1 made under the provisions of the Local Services Act have by virtue of the provisions of the Supplementary Letters Patent of the Regional District of Central Okanagan dated October 27th, 1969 the effect of being made a By-law of the said Regional District and;

WHEREAS the Regional District pursuant to Section 702A clause (2) of the Municipal Act, R.S.B.C. 1960, may, by By-law, amend the Zoning By-law to designate areas of land within a zone as a Development Area.

NOW THEREFORE the Regional Board of the Regional District of Central Okanagan in open meeting enacts as follows:

District Lot 4499, ODYD and District Lot 3546 except Parcel "A" (see 267000F) thereof, ODYD are hereby declared a Development Area.

This By-law may be cited as "Regional District of Central Okanagan Development Area Zoning Amendment By-law, #257, 1978."

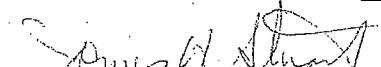
CONSIDERED BY TECHNICAL PLANNING COMMITTEE PURSUANT TO SECTION 798B of the MUNICIPAL ACT this 8th day of November, 19 78

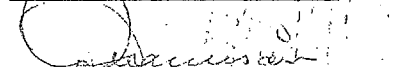
READ THE FIRST TIME this 6th day of November, 19 78

READ THE SECOND TIME this 20th day of November, 19 78

READ THE THIRD TIME this 20th day of November, 19 78

RECONSIDERED AND ADOPTED this 12th day of January, 1979

  
Chairman

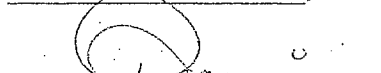
  
Secretary-Treasurer

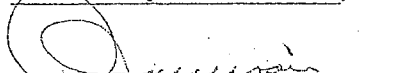
I hereby certify the foregoing is a true and correct copy of By-law No. 257 as read a third time by the Central Okanagan Regional District on the 20th day of November, 1978

I hereby certify the foregoing is a true and correct copy of By-law No. 257 which was Reconsidered and Adopted by the Central Okanagan Regional District on the 12th day of January, 1979

Dated at Kelowna this 21st day of November, 19 78

Dated at Kelowna this 12th day of January, 19 79

  
Secretary-Treasurer

  
Secretary-Treasurer

This document is provided for convenience only and does not purport to be a complete copy of a Regional District bylaw or other process. Users are cautioned to verify from appropriate sources the information contained in this document. The Regional District accepts no responsibility concerning the use of information contained in this document.

HANS JUERGEN ZEUNERT AND PARADISE ESTATES LTD.

REGIONAL DISTRICT OF CENTRAL OKANAGAN

By-law No. 258

Being a By-law to authorize the Regional District of Central Okanagan to enter into a Land Use Contract.

WHEREAS the Regional District of Central Okanagan pursuant to Section 702A of the Municipal Act, R.S.B.C. 1960, upon application of an owner of land within the development area, or his agent, may by by-law, enter into a Land Use Contract containing such terms and conditions for the use and development of land mutually agreed upon;

AND WHEREAS the Land Use Contract referred to herein was the subject of a Public Hearing pursuant to Section 702A(6) of the Municipal Act, R.S.B.C. 1960.

Now THEREFORE the Regional Board of the Regional District of Central Okanagan in open meeting assembled enacts as follows:

1. That the Land Use Contract between the Regional District of Central Okanagan and Hans Juergen Zeunert, R.R.#1, Sexsmith Road, Kelowna, British Columbia and Paradise Estates Ltd. 207-347 Leon Avenue, Kelowna, British Columbia as outlined herein and in the Appendices attached hereto and forming part of By-law No. 258 be hereby approved.
2. That the Chairman and Secretary-Treasurer are hereby authorized to sign the Contract and affix the Seal of the Regional District hereto and deliver the same as the Act of the Regional District.
3. That the said Contract be legal and binding on the date it is registered in the Land Registry Office, Court House, Kamloops, British Columbia pursuant to Section 702A(4) of the Municipal Act.
4. This By-law may be cited as the Regional District of Central Okanagan Land Use Contract By-law No. 258, 1978.


READ THE FIRST TIME this 6th day of November, 1978

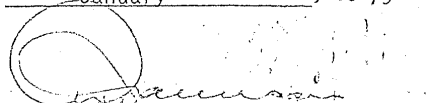
READ THE SECOND TIME this 20th day of November, 1978

READ THE THIRD TIME this 20th day of November, 1978

Contract subjected to Public Hearing pursuant to Section 702A of the Municipal Act  
this 9th day of November, 19 78

RECONSIDERED AND ADOPTED this 12th day of January, 19 79


  
Chairman

  
Secretary-Treasurer

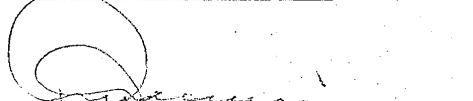
I hereby certify the foregoing is a true and correct copy of By-law No. 258 as read a third time by the Central Okanagan Regional District on the 20th day of November 1978

I hereby certify the foregoing is a true and correct copy of By-law No. 258 which was Reconsidered and Adopted by the Central Okanagan Regional District on the 12th day of January 1979

Dated at Kelowna this 21st day of November, 19 78

  
Secretary-Treasurer

Dated at Kelowna this 12th day of January, 19 79

  
Secretary-Treasurer

LAND USE CONTRACT

THIS CONTRACT made the 8<sup>th</sup> day of JANUARY, 1979

BETWEEN:

REGIONAL DISTRICT OF CENTRAL OKANAGAN

(hereinafter called the "Regional District")

OF THE FIRST PART

AND:

HANS JUERGEN ZEUNERT, "Electrical Engineer"  
R.R.#1, Sexsmith Road, Kelowna, British Columbia

and

PARADISE ESTATES LTD.  
Suite 207-347 Leon Avenue, Kelowna, British Columbia

(hereinafter called the "Landowner")

OF THE SECOND PART

WHEREAS the Regional District, pursuant to Section 702A and 798A of the Municipal Act, may, notwithstanding any by-law of the Regional District, enter into a Land Use Contract containing such terms and conditions for the use and development of land as may be agreed upon with a Landowner, and thereafter the use and development of the land shall be in accordance with the land use contract;

AND WHEREAS the Municipal Act requires that the Regional Board consider the criteria set out in Section 702(2) and 702A(1) in arriving at the terms, conditions and consideration contained in a land use contract and the Regional Board of the Regional District have considered such criteria in arriving at the terms and conditions herein contained;

AND WHEREAS the Landowner has presented to the Regional District a scheme of use and development of the within described lands and premises that would be in contravention of the Zoning By-law of the Regional District and has requested that the Regional Board of the Regional District enter into this contract under the terms, conditions and for the consideration hereinafter set forth;

AND WHEREAS the Land is within an area of the Regional District designated as a development area pursuant to Section 702A(2) of the Municipal Act, R.S.B.C. 1960;

AND WHEREAS if the Land is within a radius of one-half mile of a controlled access highway, the approval of the Minister of Highways of the Province of British Columbia to the terms hereof must be obtained;

AND WHEREAS the Regional District and the Landowner both acknowledge that the Regional Board of the Regional District cannot enter into this Contract, until the Regional Board has held a public hearing in relation to this Contract, and considered any opinions expressed at such hearing, and unless a simple majority of the Directors

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of the Regional Board present at the meeting at which the by-law to approve this Contract is adopted vote in favour of the Regional District entering into this Contract;

NOW THEREFORE THIS CONTRACT WITNESSETH that in consideration of the premises and the conditions and covenants hereinafter set forth, the Regional District and the Landowner covenant and agree as follows:

OWNER 1. The Landowner is the registered owner of an estate in fee simple of all and singular that certain parcel or tract of land and premises, situate, lying and being in the Regional District of Central Okanagan, in the Province of British Columbia and being more particularly known and described as:

District Lot 4499, except those parts thereof contained within Plans 23444, 24696 and ~~24697~~, ODYD and D.L. 3546 except Parcel "A" (see 267000F) thereof, ODYD

(hereinafter called the "Land")

#### CONSENTS

2. The Landowner has obtained the consent of all persons having a registered interest in the Land as set out in the schedule prefacing the consents to the use and development set forth herein which consents are attached hereto.

#### INCORPORATIONS

3. The schedules attached hereto hereinafter referred to are hereby incorporated into and made a part of this Contract.

COSTS 4. The Landowner shall pay to the Regional District on invoice by the Regional District, all legal, surveying and advertising costs incurred by the Regional District in the preparation and registration of this Contract.

#### COMPLIANCE

5. Except for the matters otherwise specifically provided for herein the Landowner shall comply with all of the by-laws of the Regional District as the same apply to the Land.

#### REPRESENTATIONS

6. It is understood and agreed that the Regional District, has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with the Landowner than those set out in this Contract.

#### REGISTRATION

7. This Contract shall be construed as running with the Land and shall be registered in the Land Registry Office by the Regional District pursuant to the provisions of Section 702A(4) of the Municipal Act.

B.3. 117.

INTERPRETATION

8. Wherever 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.

BINDING

9. This Contract shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

USES

10. The Land including the surface of the water and any and all buildings and structures erected thereon, thereover, therein pursuant to this Agreement shall be used for the purposes of a recreational park integrating therein the specific uses set out in Schedule "A" hereof and for no other purposes.

SUBSEQUENT PHASES

11. Phases subsequent to Phase I of the development, as set out in Schedule "B" may be considered by the Regional Board on the basis of rezoning and/or Development Permit applications in accordance with the regulations in effect at the time. Such consideration shall include referral to the Technical Planning Committee, and a Public Hearing. Development plans for any subsequent phase must receive the approval of the Regional Board and all other authorities having jurisdiction prior to the commencement of any site preparation on the lands involved in such phase and prior to the issuance of any Building Permit.

SITING

12. No building, facility, or structure shall be constructed, reconstructed, altered, moved or extended upon the Land except in compliance with the specifications plan and site plan set out in Schedule "A" hereto.

PARKING

13. Off street parking spaces shall be provided and located in accordance with the site plan contained within Schedule "A" hereto. All parking spaces shall be not less than six metres (6m) in length and two and seventy five hundredths metres (2.75) in width. Parking areas shall be surfaced with gravel and be graded to provide an even surface upon which surface water will not accumulate and drainage therefrom shall be contained upon the site.

ROADWAYS

14. All roadways, parking lots, accesses, boat launching ramps and other vehicular carrying facilities shall have a grade of not more than eight percent (8.0%) or a grade as approved by the Ministry of Highways of the Province of British Columbia, and shall be located and constructed in substantial compliance with and according to the plans and specifications set out in Schedule "A" hereto.

WESTSIDE ROAD

15. The Landowner shall not alter any water course, cut down any tree or do earth moving or undertake any other work so as to effect the drainage and/or stability of the present or future highway known as Westside Road or its right-of-way.

CONSTRUCTION

16. All buildings and structures shall be constructed in substantial compliance with and according to the plans and specifications set out in Schedule "A" hereto.

B.3. 87

No building or structure shall be commenced until a building permit therefore has been obtained from the Regional District and all construction shall be in accordance with the building by-laws of the Regional District, except as otherwise permitted by this agreement.

#### CONSTRUCTION PLANS

17. All final plans for the construction of all buildings, structures and facilities as set out in Schedule "A" hereto, shall be approved by the Regional Board prior to the issuance of any building permits.

#### BUILDING PERMITS

18. No building permits shall be issued for the construction of any of the recreational sites, buildings or other facilities shown on Schedule "A" until the plans for sewage disposal facilities required herein have been approved by the Medical Health Officer or the Pollution Control Branch of the Province of British Columbia.

OCCUPANCY 19. No building or structure shall be occupied until an occupancy permit therefore has been issued by the Building Inspector. No dwelling unit or food service facility shall be occupied on the Land until the water supply and the sanitary sewage disposal system have first been approved by the Medical Health Officer, or Pollution Control Branch.

#### NO PERMANENT OCCUPANCY

20. With the exception of the residences for the Manager and the Maintenance staff as provided for in Schedule "A" and shown in Schedule "A", no recreational unit on the Land shall be used or occupied as the principal, permanent, or ordinary residence of any person, family or household.

#### SEWAGE DISPOSAL

21. Sewage disposal systems coming within the purview of the Medical Health Officer for the disposal of sanitary waste from any structure built upon the Land shall be constructed only in accordance with plans and specifications first approved by the Medical Health Officer of the South Okanagan Health Unit. If the Medical Health Officer is of the opinion that the average daily flow of any proposed sewage disposal system will exceed 5,000 gallons the system must be approved by the Pollution Control Branch of the Province of British Columbia prior to commencement of construction of such system.

#### WATER SUPPLY AND DISTRIBUTION SYSTEM WORKS

22. The water supply system is to be operated as a privately owned utility company in accordance with the provisions of the Water Utilities Act and Health Act of the Province of British Columbia. All components of this system shall be designed and constructed to meet the requirements of the aforesaid Acts and no connections shall be made to such works until they are first approved by the Authority having jurisdiction.

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#### LANDSCAPING

23. The Landowner shall landscape the Land in accordance with the site plan attached hereto as Schedule "A".

FORESHORE 24. The Landowner shall not, at any time, do any work upon the Land whatsoever that would cause any fill to move from the Land to any portion of the foreshore of Okanagan Lake. Should the Landowner by accident or otherwise cause or permit any fill to flow from his Land into the Lake or onto the foreshore east of the legal boundary of the Land then the same shall be removed forthwith at the cost of the Landowner. Should the Landowner fail to remove such fill the fill may be removed by the Regional District at the cost of the Landowner who shall pay such cost forthwith upon invoice therefore.

The Landowner shall not, at any time, move any soil from or onto, or construct any structure on the Crown foreshore east of the legal boundary of the Land without first obtaining the written consent of the Lands Branch of the Ministry of the Environment. Without restricting the generality of the foregoing, such prohibited work includes any grading of beaches, earth moving of any nature, and construction of piers, docks, seawalls, and retaining walls. The Landowner shall, with a minimum disturbance to surrounding areas move all silty or dirty material and soil well back from the existing water level to avoid adding silt to the waters of Okanagan Lake.

#### USE OF FORESHORE

25. The Landowner shall not construct any fence on lands lying easterly of the legal boundary of the Land so as to prevent access thereto by the public unless first obtaining written permission to do so from the Lands Branch of the Ministry of the Environment of the Province of British Columbia.

#### POOLS AND WHARVES

26. No pool, dock, boat launch, ramp or other structure or facility shall be built upon the Crown foreshore or water easterly of the legal boundary of the Land except at the locations shown on the site plan contained in Schedule "A" hereto and in accordance with plans and specifications first approved by the Lands Branch of the Ministry of Environment of the Province of British Columbia.

#### CATTLE FENCE

27. The Landowner shall in consultation with the Range Management Division of the British Columbia Forest Service construct and maintain a barbed wire cattle fence and/or equivalent along the northerly, westerly and southerly boundaries of the Land, lying west of the future Westside Road road allowance, (which is to be built in accordance with the specifications attached hereto as Schedule "C"), or to the satisfaction of the Range Management Division of the B.C. Forest Service.

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#### FLOOD CONTROL REQUIREMENTS

28.1) For the purposes of this section, the following definitions shall apply:  
"Natural Boundary" - means the visible high-water mark of any lake, river, stream or other body of water where the presence and action of the water are so common and usual, and so long continued in all ordinary years, as to mark upon the soil of the bed of the lake, river, stream, or other body of water, a character distinct from that of the banks, thereof, in respect to vegetation, as well as in respect to the nature of the soil itself.

2) "Notwithstanding any other provisions of this Contract, no building or part thereof shall be constructed, reconstructed, moved or extended, nor shall any mobile home or unit, modular home or structure be located:

- a) with the underside of the floor system of any area used for habitation, business, or storage of goods damageable by floodwaters, or in the case of a mobile home or unit the ground level on which it is located, lower than elevation 1127.5 feet Geodetic Survey of Canada Datum, nor lower than three (3) feet above the crown of the pipe carrying Cinnabar Creek, and/or the natural boundary of Cinnabar Creek.
- b) within twenty-five (25) feet of the natural boundary of Okanagan Lake, nor within thirty (30) feet of the centre of the pipe carrying Cinnabar Creek, and/or the natural boundary of Cinnabar Creek. If landfill is used to achieve the required elevation, no portion of the landfill slope shall be closer than the above distance from the natural boundary, and the face of the landfill slope shall be adequately protected against erosion from floodwaters."

#### COMMENCEMENT AND COMPLETION

29. The Landowner agrees to commence construction of the development in strict compliance with the terms and conditions of this Contract not later than July 1, 1979 and to complete the first phase of the development not later than July 1, 1981. In the event either of these deadlines are not met, this Contract shall terminate and be of no further force and effect and the Regional District shall discharge the Land Use Contract by registration of a Quit Claim in the Land Registry Office at Kamloops.

#### STRATA TITLE

30. The Landowner may apply for subdivision of the 173 recreational vehicle sites, as set out and shown on Schedule "A" attached hereto, and under the provisions of the Strata Titles Act of the Province of British Columbia.

B.3. 17

INDEMNITY

31. The Landowner covenants to save harmless and indemnify the Regional District against:

- a) all actions and proceedings, costs, damages, expenses, claims and demands whatsoever and by whomsoever brought by reason of the construction of any of the facilities shown in Schedule "B" hereto;
- b) all expenses and costs which may be incurred by reason of the execution of the said works resulting in damage to any property owned in whole or in part by Her Majesty the Queen in Right of the Province of British Columbia.

INTENT

32. It is understood and agreed that the intent of this Land Use Contract is to permit the Landowner to construct a recreational park that shall be occupied by transient guests and only by those managers and caretakers as described and approved of in such residences under Schedule "A" of Phase I or subsequent phases, and not be permanent occupants, and that the development shall enhance and not detract from the natural appearance and beauty of the Land and the adjacent lakeshore and lake. It is a condition precedent of the development proposed that the development not substantially effect the quality of the lake water adjacent to the Land or in any way encourage or promote the growth of weeds in the lake water adjacent to the Land.

INSPECTION

33. Any Officer or employee of the Regional District, the South Okanagan Health Unit, the Ministry of Highways, Fish & Wildlife Branch, Water Rights Branch, Pollution Control Branch or Lands Branch of the Government of Canada or British Columbia may enter on the land to determine if the terms hereof are being complied with or to take any measurement from any meter or testing device installed pursuant to the terms hereto.

B.3. 12.

A Public Hearing on this Contract was held on the 9th day of November , 1978

This Contract was adopted by an affirmative vote of a simple majority of the members of the Regional Board of the Regional District present at the meeting at which the by-law to authorize this Contract was adopted by the Regional Board of the Regional District on the 12th day of January , 19 79

IN WITNESS WHEREOF the said parties to this Contract have hereunto set their hands and seals the day and year first above written.

THE CORPORATE SEAL OF THE REGIONAL DISTRICT OF CENTRAL OKANAGAN was hereunto affixed in the presence of:

(SEAL)

James H. Smith  
Chairman

[Signature]  
Secretary-Treasurer

SIGNED, SEALED AND DELIVERED by the LANDOWNER in the presence of:

Name: [Signature]

Address: JOHN M. HANNAH  
Barrister & Solicitor  
207 - 347 LEON AVENUE  
KELOWNA, BRITISH COLUMBIA

Occupation: \_\_\_\_\_

[Signature]  
HANS JUERGEN ZEUNERT

THE CORPORATE SEAL OF PARADISE ESTATES LTD. was hereunto affixed in the presence of:

(SEAL)

[Signature] PRESIDENT  
[Signature] SECRETARY

SCHEDULE "A"

Schedule of specific uses permitted on the Land in conjunction with the permitted recreational vehicle resort.

- A. Not more than one hundred seventy three <sup>seventy three</sup> (173) recreational vehicle sites, each site complete with water, sewer and electrical connections.
- ( B. One recreation centre building, including within
- i) kitchen
  - ii) dining room
  - iii) lounge
  - iv) recreation room
  - v) washroom facilities
- C. Swimming Pool
- D. Swimming pool building, including within
- i) washrooms
  - ii) laundry facilities
  - iii) change rooms
  - iv) sauna
  - v) jacuzzi whirlpool
- E. One administration building, including within
- i) manager's and/or staff accommodations
  - ii) administration office
  - iii) small resort store and snack bar
  - iv) washrooms
  - v) laundry facilities
- F. One sani station
- G. One maintenance building
- H. Boat docking facilities and man-made beach.

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## SCHEDULE "C"

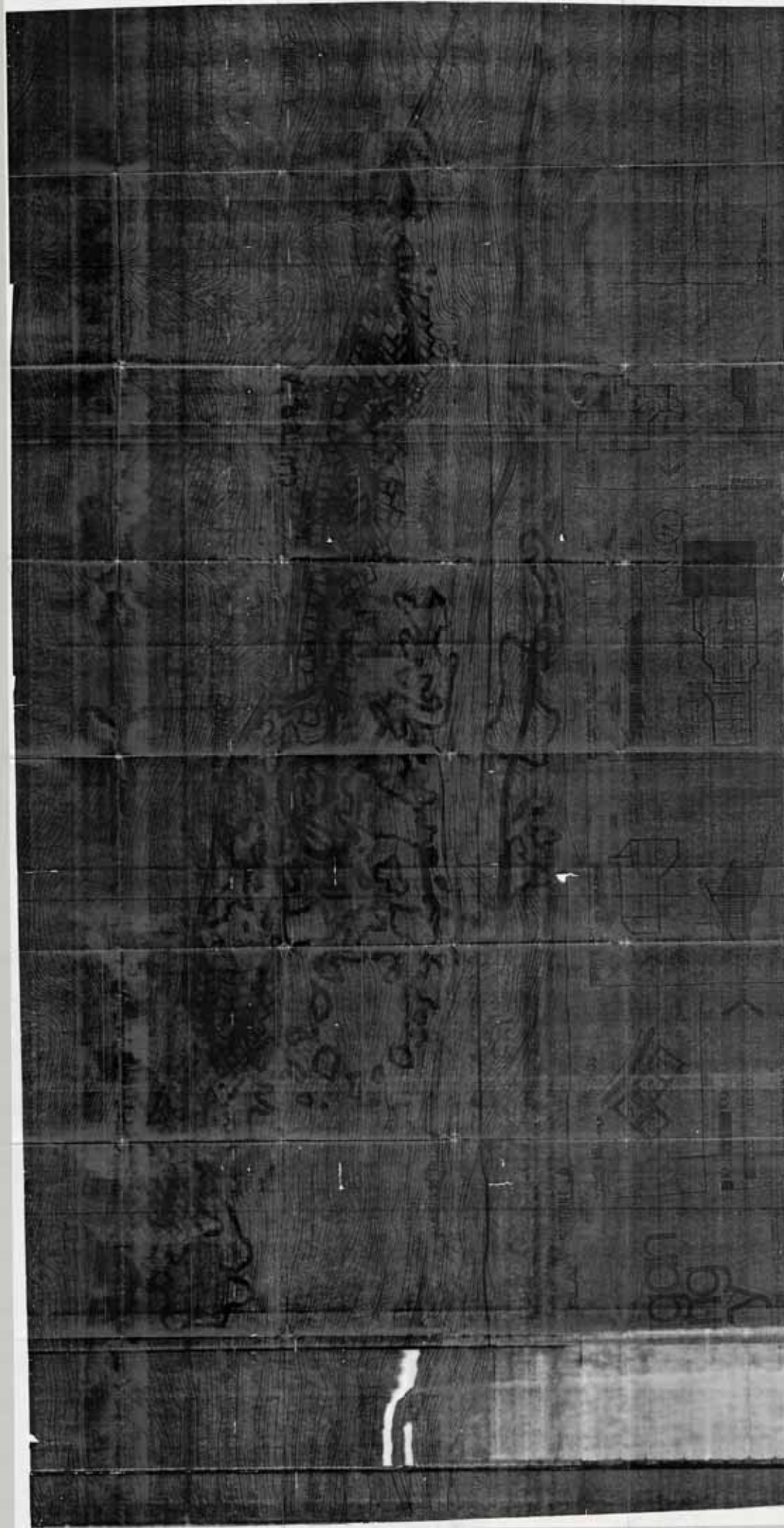
### BARBED WIRE SPECIFICATIONS

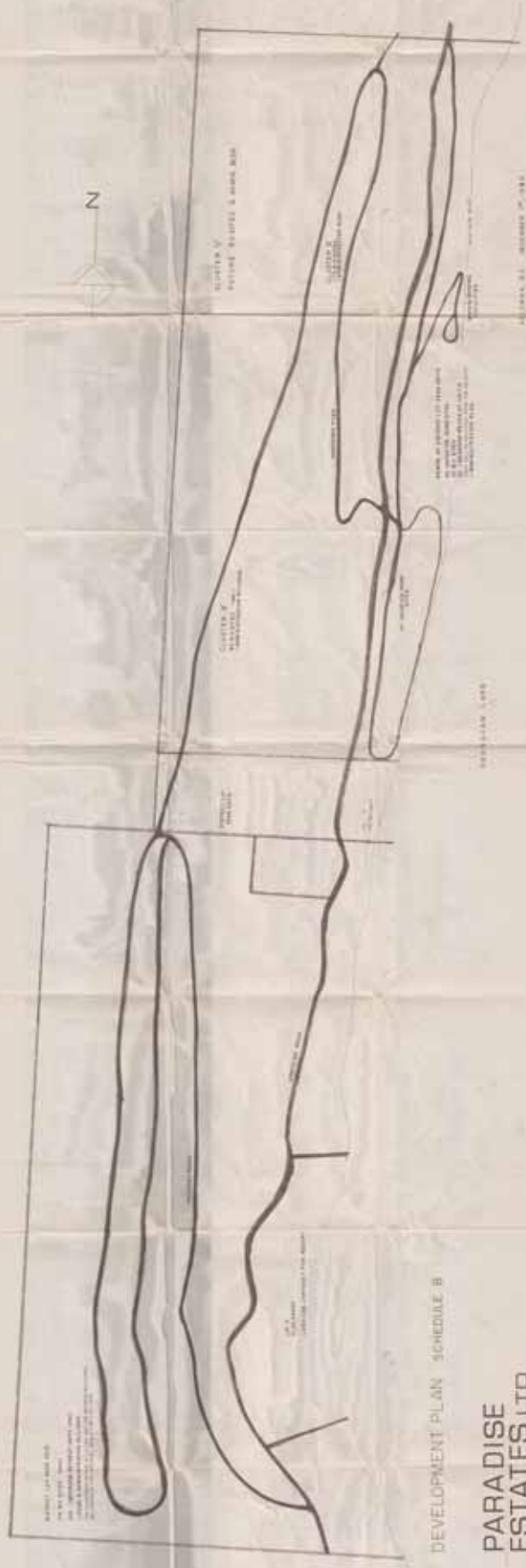
Metric Equivalents: 2.5 centimetres (cm) = 1 inch  
1 metre (m) = 3.28 feet

The fence is to be constructed of four (4) strands of 12½ gauge, 15 cm - 4 point wire or high tensile wire approved by the Forest Service, spaced as indicated on the attached sketch (note: top strand 1 m) which includes spacing of posts and droppers. The droppers are to have a top diameter of 2.5 cm to 5 cm (110 cm in length and resting on the ground) and may be interwoven (wired alternately to first and third, second and fourth strand) or may be placed on one side with all strands wired. Posts are to be set firmly in the ground to a minimum depth of 60 cm and are to be treated split cedar, pressure treated pine (7.5 cm minimum diameter) or commercial steel. Live trees (excluding deciduous species) exceeding a 15 cm butt diameter may be used instead of posts, however, a slab or nailer is to be used (as per sketch). If trees are used the fence centre line is not to alter more than 60 cm.

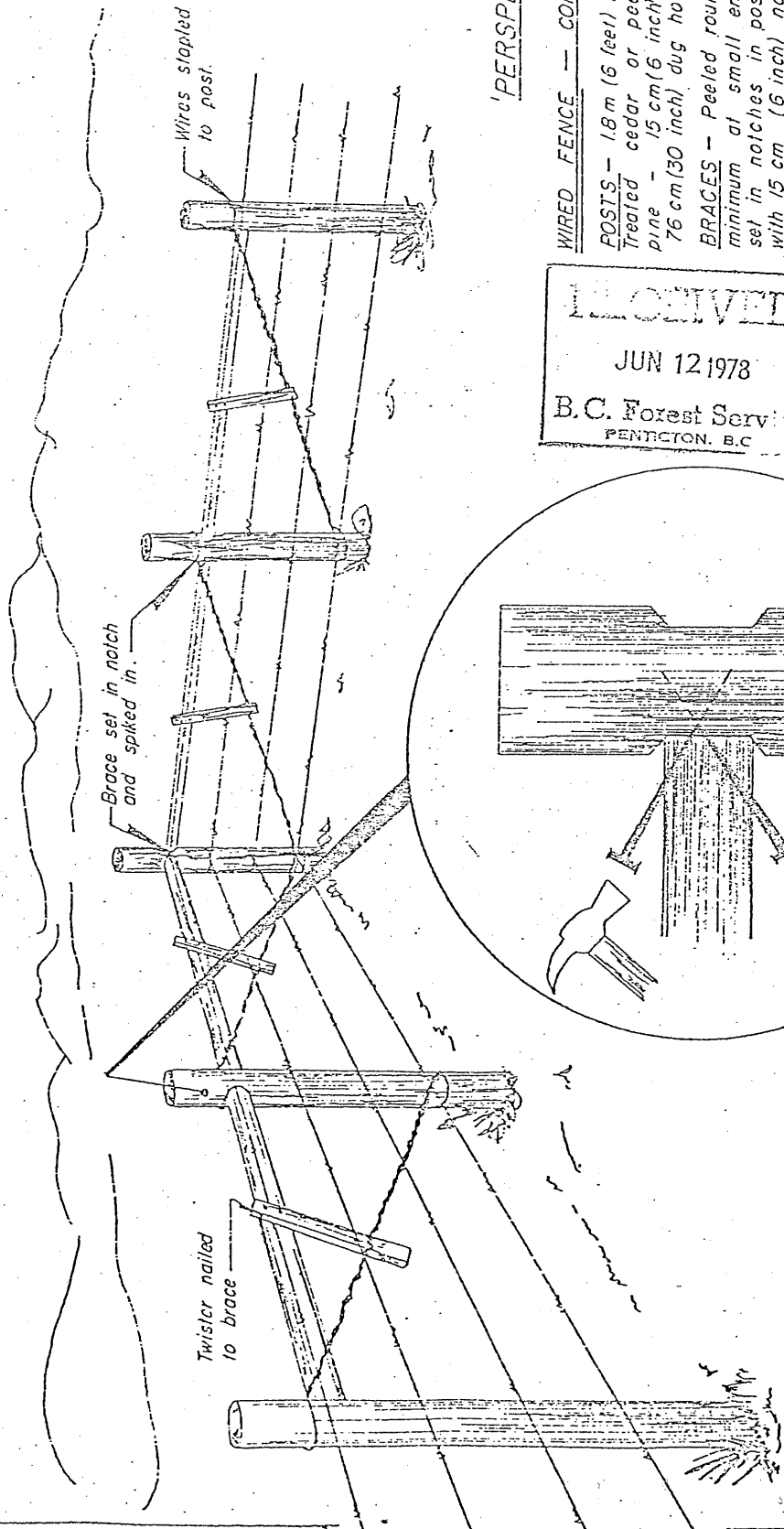
Due to the location of the fence where it is not possible to use trees or set posts it may be necessary to use jack-posts or "Figure 4" posts (as indicated on the attached sketch) to maintain proper spacing. Line braces (as per sketch) are to be installed every 200 m, or more often as required. The fence should be built in a straight line and when it is necessary to change direction the corners are to be constructed as indicated on the attached sketch.

13.3. 87.





# SCHEDULE C



'PERSPECTIVE'

## WIRED FENCE — CORNER CONSTRUCTION

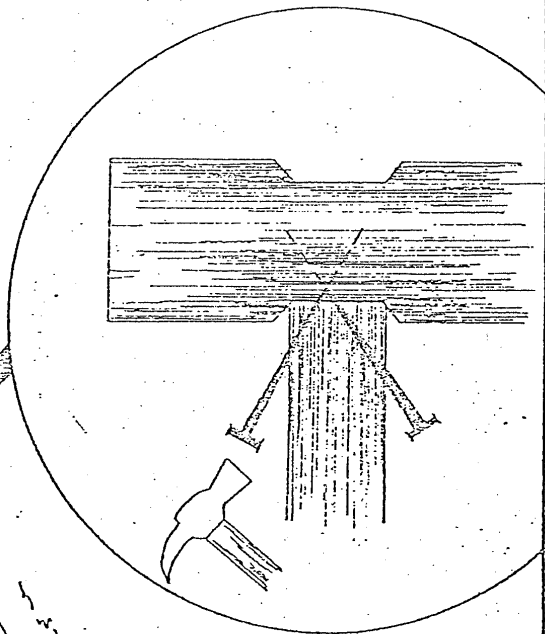
POSTS — 1.8 m (6 feet) to 2 m (7 feet) long, 24 m (9 feet) apart.  
Treated cedar or peeled and pressure treated pine — 15 cm (6 inch) minimum diameter set in 76 cm (30 inch) dug hole and well tamped.

BRACES — Peeled round poles, 12.5 cm (5 inches) minimum at small end or equivalent set in notches in posts and spiked in with 15 cm (6 inch) nails.

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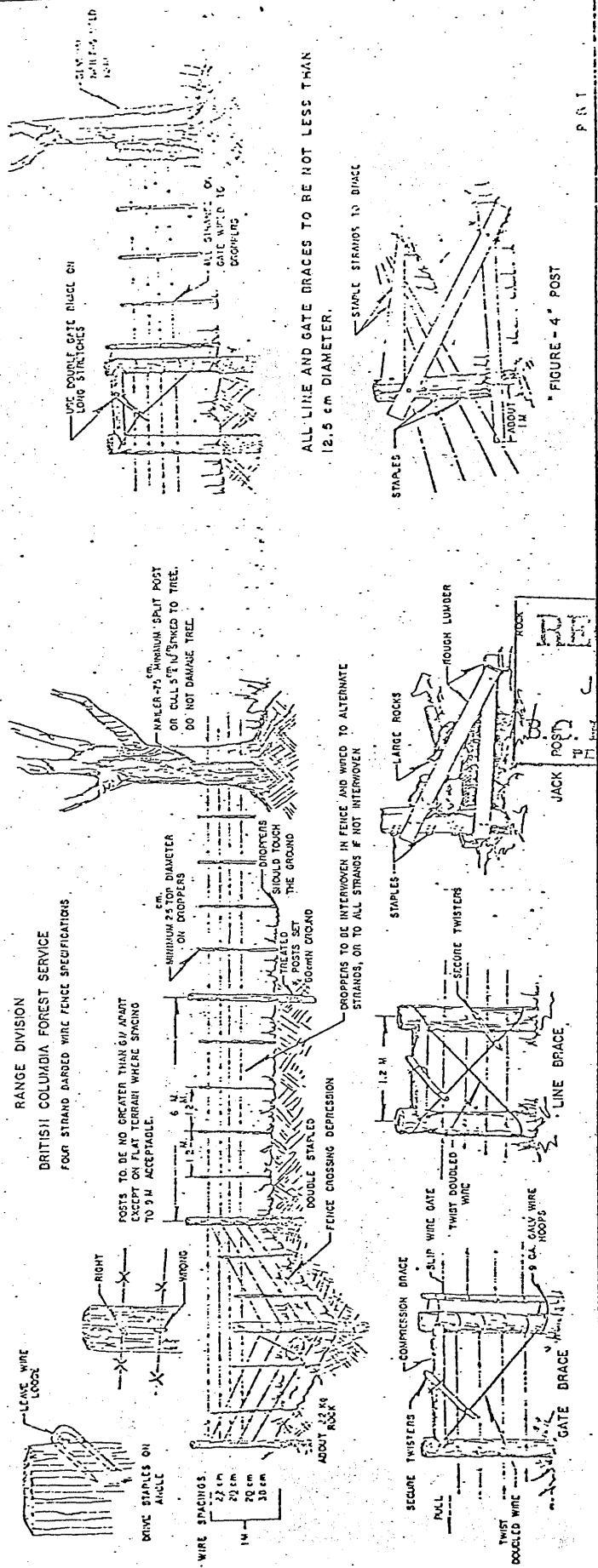
JUN 12 1978

B.C. Forest Serv.  
PRINCE GEORGE, B.C.





CLUES



## CONVERSION TABLE

$$1m = 3,28 ft$$
 $2.5\text{ cm} = .1\text{ inch}$ 

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