

24/06/02

17251 Westminster Hwy
Richmond, B.C.
V6V 1A9

Mr. H. Burke
Development Coordinator
6911 No.3 Road
Richmond, B.C.
V6Y 2C1

Sir:

DV

Regarding: Application for Variance - file # 02-205449
Lot 12 Block 22 Sec 1 BHN Nwd Plan 16849

We wish to bring to your attention several points in regard to this application for the building of a "barn" of greater height than allowed.

- 1) We on the Westminster frontage side of the access to this proposed building are concerned about the additional traffic along the alley we use as access to our properties. We use the alley for access as the Westminster Highway is so dangerous for local traffic. We also have smaller lots than those on Fedoriak.
- 2) Please check how many out buildings are allowed per lot.
- 3) Children use the alley instead of the highway to go and come from school as well as playing.
- 4) The said "barn" may contravene the Richmond Building regulations and when referring to the "barn" are animals now allowed after the changes put into effect covering original owners only. If the rules have been put back into effect why weren't the residents notified?
- 5) Does this particular residence require access from Fedoriak as well as the alley access?
- 6) With the size of this lot and the placement of said "barn" I think a variance sign should be placed at the rear of the property for residences with properties facing Westminster Hwy.

Please forward your response to the address above and note the attachment of Indenture -page 3 - schedule B

Thank you

Marion Hopwood
Neville W Hopwood
Laurie M Ewan

*P.S. We as neighbours
have more concerns.*



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AND the said Grantor Covenants with the said Grantee that he has done no acts to encumber the said lands.

AND the said Grantor RELEASES to the said Grantee ALL HIS CLAIMS upon the said lands.

SCHEDULE "A"

TO the extent that the burden of this covenant may run with the land the Grantor and the Grantee do hereby respectively covenant and agree each with the other and as to the Grantee, with the owner or owners of any other land to which the benefit of the said stipulations, restrictions and provisions is attached, and their, his or her respective heirs, executors, administrators and assigns, that the covenants respectively will henceforth observe and comply with the stipulations, restrictions and provisions set forth in Schedule "B" hereto so far as they relate whether to the rights or to the duties of the Grantee or Grantees and their heirs, executors, administrators or assigns in respect of the land hereby conveyed, and that nothing shall ever be erected, fixed, placed or done upon the land as to which they respectively covenant in breach or violence or contrary to the fair meaning of the said stipulations, restrictions and provisions, but their covenant is not to be held binding upon either the Grantor or Grantee or any other person except in respect of breaches committed or continued during their, his or her joint or sole seisin of or title to the lands upon or in respect of which such breaches shall have been committed.

SCHEDULE "B"

1. No dwelling house shall be erected on the said lands having a ground floor area of less than 800 square feet.
2. No debris or refuse of any kind shall be permitted to accumulate on the said lands.
3. Every building erected on the said lands shall conform to all the building regulations of the Municipal authorities.
4. No chickens, ducks, geese or other domestic fowl, horses, cattle, goats or pigs shall be kept on the said lands or any part thereof.
5. The foregoing restrictive covenants shall run with the lands and be binding upon the owner or lessee or occupier of the said lands and shall also be deemed to be restrictive covenants in favour of the Grantor, his heirs, executors, administrators and assigns, and to be a charge in favour of the Grantee, their heirs, executors, administrators and assigns upon the said described lands.

WHEREVER the singular or masculine are used throughout this Indenture, the same shall be construed as meaning the plural or the feminine or body corporate or politic where the context or the parties hereto so require.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals.

SIGNED SEALED AND DELIVERED

in the presence of



 President

Jul
 13 1997