



Dean Park Estates Community Association
P.O Box 52021
Sidney, B.C. V8L5V9
<https://www.dpeca.ca>

Agenda for DPECA Special Meeting - February 21, 2024

- 1. Welcome and Introduction of DPECA Executive**
- 2. First Nations Acknowledgement** - We gratefully acknowledge that we are meeting tonight on the traditional lands of the WSAÑEĆ peoples, the TSARTLIP, PAUQUACHIN, TSAWOUT and TSEYCUUM Nations.
- 3. Why was the Special Meeting called? What would it mean if DPECA was Dissolved?** (5 min)
- 4. Brief Remarks by Mayor of North Saanich - Peter Jones** (10 min.)
- 5. Reports:** (2 min) Membership and Treasurer
- 6. Description of Executive Positions where new volunteers are needed - see page 4.** (2 min.)
 - Questions or Comments
 - Call for volunteers
- 7. Process needed to Dissolve DPECA - (2 min.)**
 - Determine if there are enough members in attendance to be a quorum.
 - Vote to dissolve - Majority of those in attendance is needed.
 - If yes, vote to appoint a Record Keeper.
- 8. Clarify Voting Process and Procedure - (2 min.)**
- 9. Further Discussion** - (15 min.)
- 10. Voting and vote counting** - (10 min.)
- 11. Next Steps**
- 12. Meeting Adjourned.**

DPECA Information:

Brief History: The Dean Park Estates Community Association (DPECA) was formed in **1992** to assume several important roles previously done by the original subdivision managers. These included providing information to prospective and existing owners about numerous issues including the Restrictive Covenants placed on each property in Dean Park Estates.

DPECA, as an association, encourages residents to adhere to the Restrictive Covenants and mediates between neighbours about covenant infringements. DPECA continues to provide information to prospective and existing owners. The association distributes a **newsletter** to **ALL** DPE residents and has created a **website** which is also available to the public. The association has relationships with the District of North Saanich, various federal and BC legislators and government departments, and other local community groups. Many residents believe it is because of the Restrictive Covenants that DPE looks as it does today. Those residents also feel that it is because of the "look and feel" of DPE that they were first attracted to the area and purchased their home in the first place.

Recent Activities:

Over the last few years, the DPECA Executive has been actively working on many important community issues which do NOT relate to the restrictive covenants.

Wildfire prevention and risk reduction has been a vital issue for many years. We have succeeded in getting additional attention to those matters from the BC government including the Minister for the Environment and others. Several years ago, previous members of the DPECA Executive were instrumental in getting a FireSmart grant and working on many other wildfire prevention activities in North Saanich. For the last year, we have worked closely with DPE homeowners who border John Dean Park to reduce wildfire risk. Debris reduction and hazard tree assessments in the park began in late January 2024. This will directly benefit ALL residents but especially those who border the park. Other issues include: community issues such as COVID-19, Municipal Elections, and much more. We have also organized a Snow Angels program to assist residents who need help clearing their driveways during storms.

We have represented the interests of DPE residents at District of North Saanich council meetings, on the Official Community Plan, on the Tree By-law, on speed limits and traffic issues around Kelset School and Haro Park drive, on the Parks Master Plan and more. Our previous president, Gord Gummer, and other DPE residents were responsible for getting the enhanced stop signs at the intersection of East Saanich Rd. and Forest Park Dr. He also worked with BC Transit to get better lighting installed at bus stops near Dean Park. We regularly pass on information from the RCMP on local crime, fraud alerts and other safety issues. We maintain a website with information about Dean Park Estates and answer questions from prospective home owners and real estate agents. We have coordinated with other local government bodies and other community associations on many other important issues.

We hope that DPE residents feel that all of these other efforts are worth supporting and contributing to, regardless of their views on the covenants. As an organization representing 783 households, we are able to get a voice and more attention to our issues than is possible for individual homeowners. It would be a shame if that voice disappeared.

MYTHS AND FACTS ABOUT DPECA:

1. **MYTH:** It is up to the DPECA Executive to enforce the restrictive covenants.

FACT: The restrictive covenants are a legally binding document signed by all property owners in Dean Park Estates. DPECA has *no authority* to enforce the covenants. DPECA's role is to provide covenant information or assistance and to mediate disputes between neighbours. Neighbours who cannot come to an agreement on a covenant dispute must go to court to resolve their issues.

2. **MYTH:** If DPECA is dissolved, the restrictive covenants will no longer be binding on home owners in Dean Park Estates.

FACT: The restrictive covenants ***will still be legally binding*** and if neighbours disagree, they will need to go to court to resolve their disputes over any covenant infringement.

3. **MYTH:** We don't need DPECA to represent us, we can contact our local and provincial government representatives directly and get action when needed.

FACT: Unfortunately, many residents know that an individual homeowner - even with an urgent issue - cannot always get the attention they need or government action. An association representing 783 residences gets much more immediate attention.

4. **MYTH:** The BC government housing policies supersede the restrictive covenants which means that secondary suites, cottages, multiplexes are now allowed in Dean Park Estates.

FACT: There are many other communities in BC and on Vancouver Island that have restrictive covenants. In the past, the courts have indicated that restrictive covenants do supersede municipal by-laws, etc.

5. **MYTH:** The single-family zoning in Dean Park Estates means that home owners cannot build a secondary suite to be occupied by family members - parents, children, others.

FACT: Suites which have been inspected and certified by North Saanich CAN be occupied by family members in Dean Park Estates. However, they cannot be rented to non-family or used as an AirBnB, etc.

6. **MYTH:** Most DPE residents pay their membership dues every year. **FACT:** There are 783 households in DPE. Paid membership over the last 8 years averages only 112 households or approximately 14%. In 2022, 140 households paid dues and in 2023, there were 131.

7. **MYTH:** Membership in DPECA doesn't make any difference so why pay the dues?

FACT: Membership dues (only \$25 per household) have remained the same since the beginning of the association. Dues are the **ONLY** source of income - other than occasional advertising in our newsletter. Newsletters and insurance are our two biggest costs. Website and digital communication tools are next. The newsletter is distributed to all households - **NOT** just to paid members. DPECA seeks to represent **ALL** DPE residents, not just paid-members. However, only paid members can vote at meetings (per the by-laws).

DPECA Executive Positions:

All of the members of the DPECA Executive are ***volunteers*** and are **elected each year**. (There is only one paid staff person- a part-time contract technician who assists the webmaster with the website and is ***not*** a member of the executive.) Current positions on the executive that will be vacant for 2024 are President, Secretary, Treasurer/Membership, Newsletter Editor and Webmaster. Ideally, we would also need a Municipal Liaison position to be filled. We would welcome your questions or interest in any of these positions.

DPECA Executive Position Descriptions:

- **President** – Chairs general and special meetings; Chairs meetings of the DPECA Executive; Consults with other officers as required to prepare the agenda prior to the meeting and ensures that notice of the meeting has been sent according to the bylaws; Manages and conducts meetings; Represents the Society when dealing with third party organizations; Acts as a signing officer for the Society;
- **Vice-President** – Assist the President with all the duties noted above.
- **Secretary** – Arrange meeting locations and distribute meeting reminders to DPECA Executive Board members. Develop agendas for Executive meetings. Take and distribute minutes of DPECA Executive meetings. Assist President with other DPECA correspondence.
- **Treasurer** – receive membership fees, pay bills for DPECA activities, and keep accurate records of DPECA funds, prepare Treasurer’s Report for all DPECA Executive meetings and the Annual General Meeting.
- **Membership Committee** – receive membership forms and update electronic membership lists and records, distribute Welcome Packages to new residents.
- **Webmaster** – prepare text to be added to the DPECA website and coordinate with website technician to make updates to the website as needed, manage the DPECA email distribution lists and send out messages to members as instructed by the President.
- **Newsletter Editor** – draft, edit, and arrange for publication and mailing of the DPECA newsletter two times each year.
- **Municipal Liaison** – attend weekly District of North Saanich meetings and other special meetings as required. Represent DPECA residents on relevant issues as needed. Prepare reports for the DPECA Executive meetings.
- **Covenant Issues** – advise and assist property owners with neighbourhood issues pertaining to the Schedule of Restrictions; and
- **Design Review Approvals** – review plans for proposed exterior changes to buildings to ensure that they comply with the Schedule of Restrictions and the Design Guidelines.



This Schedule of Restrictions is registered on the property title of each property within the boundaries of Dean Park Estates.

SCHEDULE OF RESTRICTIONS (Covenants)

1. THERE shall be no commencement of site preparation, including filling and excavation, or constructions of any improvement or alteration thereof until a complete set of plans, signed by the owners, has been deposited with PARK PACIFIC APARTMENTS LTD., or its agent or nominee and approval therefor has been obtained as hereinafter provided, it being the intent of these restrictive covenants that all improvements, including dwellings, fences, and landscaping are to be controlled as to design, siting, height, set backs, type of materials used and exterior colour schemes. For greater clarity and certainty it is the intent of these restrictive covenants to ensure a variety in set backs and dwelling types to be built upon the lots and to ensure that all dwellings and improvements are suited to the particular lot on which they are to be located.
2. WITHOUT restricting the generality of Clause 1, no trees or vegetation shall be removed or substantially altered without approval, and conversely, no lot after the initial sale thereof by Park Pacific Apartments Ltd. shall be left in such a state as to unreasonably impede the view from any other lot or lots and to this end, the body whose approval is required may require that any trees or vegetation be removed, topped or modified from time to time.
3. NO lot shall be left so that construction of any improvement shall not have been commenced within six (6) months of the granting of approval therefor (failing which the approval shall be void), or all improvements including landscaping shall not have been completed within one (1) year of the date of issue of any building permit or commencement of site preparation, whichever shall first occur.
4. NO improvement or lot shall be allowed to become in disrepair or unsightly or untidy, it being the intent of these covenants that all lots, improvements thereon and boulevards shall be maintained at all times in a neat and attractive state and condition.
5. NO lot shall be subdivided or altered in its boundaries without approval, except that where a subdivision plan is required by the District of North Saanich, or the Province of British Columbia, for the purpose of dedicating any portion of a lot within the subdivision for road or park or other public purposes, neither the consent of the approving authority nor of the owners of any lot within the plan of subdivision shall be required.
6. NO dwelling shall be erected which shall have a main floor area of less than twelve hundred (1200) square feet inclusive of outer walls, but exclusive of any garage, carport, covered extension, patio, porch or other appendage.
7. EXCEPT as hereafter noted, no building shall be used for any purpose other than that of a single family residence. In particular, without restricting the generality of the foregoing, no building shall be used at any time for the purpose of any profession, trade, vocation, commercial enterprise of any description, nor as a hospital, charitable, religious or educational institution, apartment, boarding or lodging house.
8. NO animals, birds, or livestock other than domestic household pets shall be kept on any lot at any time for any purpose.
9. NO sign, or advertising matter of any kind, except a sign, previously approved, and in a designated form, offering a lot or residence for sale, shall be placed on any lot or on any chattel permanently or temporarily located on any lot.
10. EXCEPT for private passenger automobiles, no chattels, including but without restricting the generality thereof, trailers, campers, motor homes, trucks and boats, shall be parked, placed or situated on any lot except in a garage, or in an area situated on the lot which is bounded by an approved screening for the benefit of neighbouring lots.
11. THERE shall not be stored or accumulated in the open on any lot any waste or materials of any kind whatsoever.
12. NO storm drain, or sanitary sewer connection shall be covered or backfilled prior to approval.
13. NO pole, mast, antenna or similar device of any kind, whether for the purposes of receiving or transmitting radio or television signals or otherwise, shall be erected or installed on any lot or on the exterior of any building.
14. NO electrical, telephone or other lines or wiring whatsoever shall be erected or installed above ground on any lot.
15. IN the event of any breach by an owner of these restrictive covenants for a period of thirty (30) days after notice in writing delivered to the lot by the approving body requesting the owner to remedy such breach, such body may cause such work as may be necessary to cure the breach to be performed and the cost thereof shall be a debt owing by the owner, payable on delivery to the lot of an invoice for such work.
16. ANY consents or approvals necessary pursuant to the foregoing restrictions shall be in writing and obtained from PARK PACIFIC APARTMENTS LTD. or its agents, or nominee, who may also relax, waive, or modify any of these restrictive covenants as it in its sole discretion may see fit.
17. ANY rejection of a request for approval and any approval being granted as aforesaid shall be final and binding and shall not be open to question by any owner or owners of other lots and failure of the approving body to enforce these restrictive covenants or to exercise its power in a judicial manner shall not render such body liable in damages or to any claims or demands whatsoever.

NOTE: On August 26, 1992, Park Pacific Apartments Ltd., designated and named "Dean Park Estates Community Association" as their authorized agent and nominee with respect to all matters relating to any building scheme affecting lands within that part of the Municipality of North Saanich, B.C. commonly known and designated as "Dean Park" wherein Park Pacific Apartments Ltd., is a designated approving body in such building scheme.