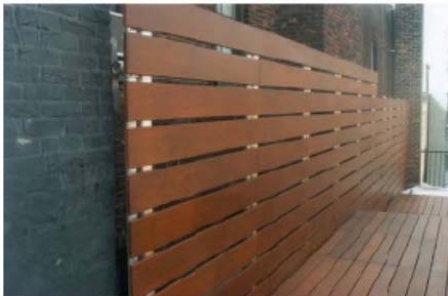
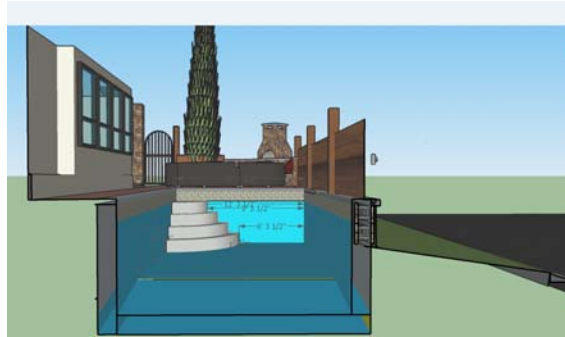




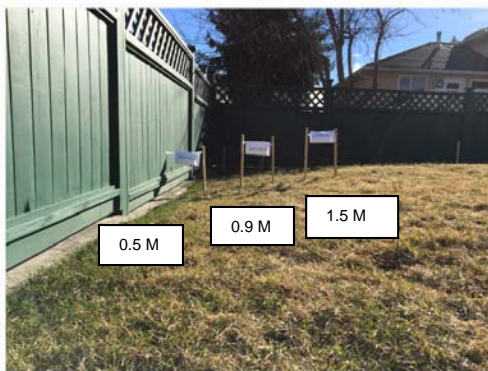
*Image showing the proposed exposed swimming pool wall and proposed fence.*



*Examples of well designed fences*



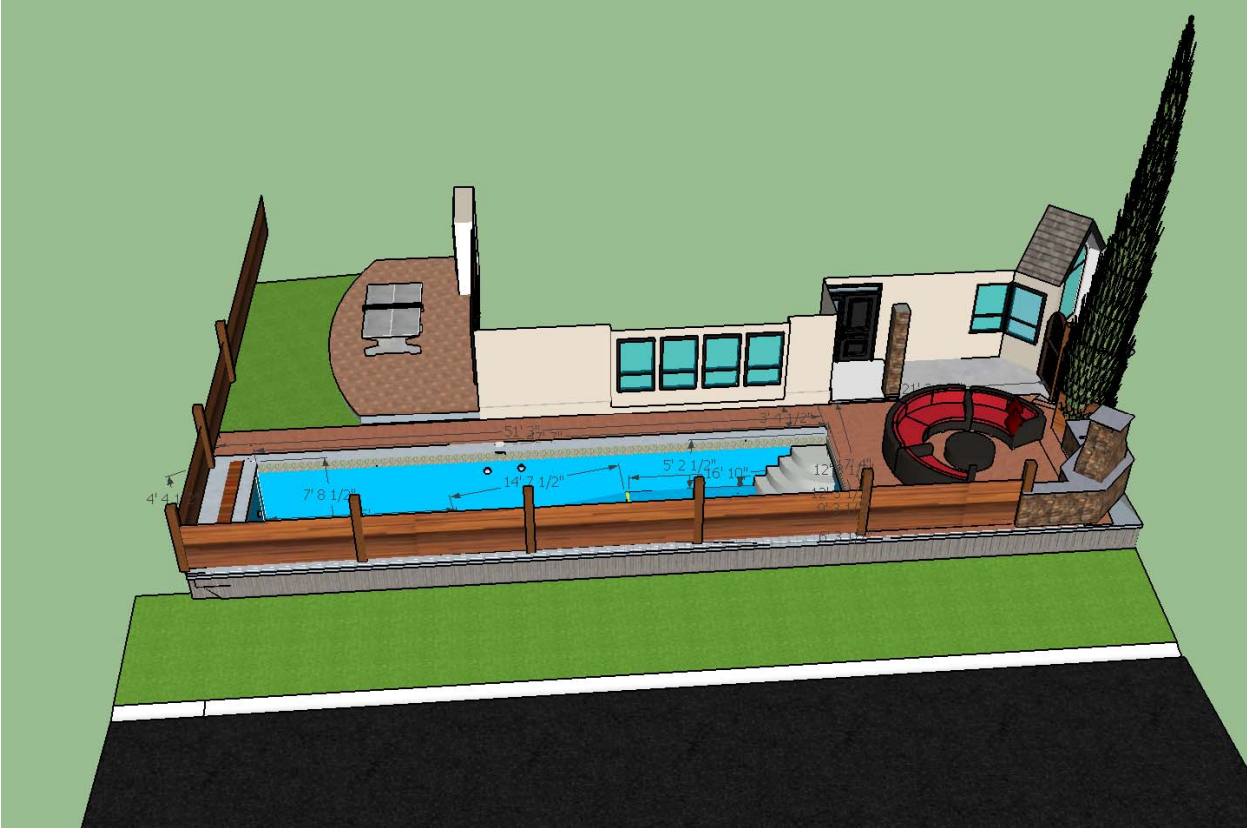
*Image showing the feature wall and swimming pool wall together.*



*Image of proposed distance.*



*Image of the distance from street to property line.*





# DEVELOPMENT PERMIT / DEVELOPMENT VARIANCE PERMIT



## APPROVED ISSUANCE OF DEVELOPMENT VARIANCE PERMIT NO. DVP17-0085

**Issued To:** Harold Andrew Schock

**Site Address:** 495 Glen Pine Court

**Legal Description:** Lot 10 Section 32 Township 26 ODYD Plan KAP44247, located at 495 Glen Pine Court, Kelowna, BC.

**Zoning Classification:** RU2 – Medium Lot Housing

### SCOPE OF APPROVAL

This Permit applies to and only to those lands within the Municipality as described above, and any and all buildings, structures and other development thereon.

This Permit is issued subject to compliance with all of the Bylaws of the Municipality applicable thereto, except as specifically varied or supplemented by this Permit, noted in the Terms and Conditions below.

The issuance of a Permit limits the Permit Holder to be in strict compliance with regulations of the Zoning Bylaw and all other Bylaws unless specific Variances have been authorized by the Permit. No implied Variances from bylaw provisions shall be granted by virtue of drawing notations that are inconsistent with bylaw provisions and that may not have been identified as required Variances by the applicant or Municipal staff.

### 1. TERMS AND CONDITIONS

THAT Development Variance Permit No. DVP17-0085 for Lot 10 Section 32 Township 26 ODYD Plan KAP44247, located at 495 Glen Pine Court, Kelowna, BC, be issued;

AND THAT variances to the following sections of Zoning Bylaw No. 8000 be granted:

#### Section 6.2.3: Swimming Pools

To vary the required minimum flanking street setback from 1.5m required to 0.2m proposed;

AND FURTHER THAT this Development Variance Permit is valid for two (2) years from the date of Council approval, with no opportunity to extend.

### 2. PERFORMANCE SECURITY

None Required.

### 3. DEVELOPMENT

The land described herein shall be developed strictly in accordance with the terms and conditions and provisions of this Permit and any plans and specifications attached to this Permit that shall form a part hereof.

If the Permit Holder does not commence the development permitted by this Permit within two years of the date of this Permit, this Permit shall lapse.

**This Permit IS NOT a Building Permit.**

### 4. INDEMNIFICATION

Upon commencement of the works authorized by this Permit the Developer covenants and agrees to save harmless and effectually indemnify the Municipality against:

- a) All actions and proceedings, costs, damages, expenses, claims, and demands whatsoever and by whomsoever brought, by reason of the Municipality said Permit.
- b) All costs, expenses, claims that may be incurred by the Municipality where the construction, engineering or other types of works as called for by the Permit results in damages to any property owned in whole or in part by the Municipality or which the Municipality by duty or custom is obliged, directly or indirectly in any way or to any degree, to construct, repair, or maintain.

### 5. APPROVALS

Issued and approved by Council on the 17<sup>th</sup> day of October 2017;

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Ryan Smith, Community Planning Department Manager  
Community Planning & Real Estate

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Date

**The PERMIT HOLDER is the CURRENT LAND OWNER.  
Security shall ONLY be returned to the signatory of the  
Landscape Agreement or his or her designates**