

**LAND TITLE ACT
FORM C (Section 233) CHARGE**

GENERAL INSTRUMENT - PART 1 Province of British Columbia

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Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

STC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) Filed Standard Charge Terms D.F. No.

(b) Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

7. ADDITIONAL OR MODIFIED TERMS:

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

Execution Date

Transferor(s) Signature(s)

Y	M	D

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y	M	D

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**LAND TITLE ACT
FORM E**

SCHEDULE

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TERMS OF INSTRUMENT - PART 2

SECTION 219 COVENANT CAMPGROUND USE ONLY

WHEREAS:

- A. The Transferor is in the process of creating a forty (40) lot bare land strata subdivision on the Lands legally described in Item 2 of the Form C attached hereto;
- B. The Transferee has requested that the Transferor enter into a covenant over the Lands, pursuant to Section 219 of the *Land Title Act*, in the terms hereinafter set forth.
- C. Section 219 of the *Land Title Act* provides that there may be annexed to any land a condition or covenant that the land, or any specified portion thereof, is not to be built upon or is not to be used in a particular manner.

WITNESS THAT, in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration now paid by the Transferee to the Transferor (the receipt and sufficiency whereof is hereby acknowledged), the Transferor hereby agrees to grant a covenant over the Lands, pursuant to Section 219 of the *Land Title Act*, to the Transferee.

1. DEFINITIONS:

In this Agreement:

- (a) The "**Transferor**" mean the Transferor as set out in Item 5 on Page 1 (Form C) of the attached General Instrument - Part 1.
 - (b) The "**Transferee**" mean the Transferee as set out in Item 6 on Page 1 (Form C) of the attached General Instrument - Part 1.
 - (c) The "**Lands**" mean the Land(s) as set out in Item 2 on Page 1 (Form C) of the attached General Instrument - Part 1.
2. The Transferor covenants and agrees with the Transferee that:
- (a) use of the Lands shall be restricted to "campground use". For the purposes of this Covenant, campground shall mean a site operated and occupied for part of the year (other than for any caretaker(s)) as temporary accommodation for holiday makers in tents and recreational vehicles (including park models), but a campground is not a mobile home park, motel, hotel or auto court;

- (b) the strata corporation for the bare land strata may designate, on an annual basis, two campground sites for the use by caretakers on a year round basis, provided that:
 - (i) the caretaker resides in a recreational vehicle or park model;
 - (ii) no permanent structures shall be built for caretaker residences; and
 - (iii) the designation by the strata corporation must be renewed annually, such that no strata lot shall receive a permanent designation as a year round site.
 - (c) no permanent structures for human habitation shall be constructed or transported on to the Lands.
3. The Transferor will indemnify and save harmless the Transferee and its servants and agents against all losses, damages, costs and expenses, including fees of solicitors and other professional advisors, arising out of any breach, violation or non-performance of any term, condition, covenant, or other provision of this Agreement.
 4. No term, condition, covenant, or other provision of this Agreement will be considered to have been waived by the Transferee unless the waiver is expressed in writing by the Transferee.
 5. Any waiver by the Transferee of any term, condition, covenant, or other provision of this Agreement or any waiver by the Transferee of any breach, violation, or non-performance of any term, condition, covenant, or other provision of this Agreement does not constitute and will not be construed as a waiver of any further or other term, condition, covenant, or other provision of this Agreement or any further or other breach, violation, or non-performance of any term, condition, covenant, or other provision of this Agreement.
 6. The terms, conditions, covenants, and other provisions of this Agreement will extend to, be binding upon, and enure to the benefit of the parties to this Agreement and their respective successors and assigns.
 7. In this Agreement, unless the context otherwise requires, the singular includes the plural and vice versa.
 8. This Agreement will be interpreted according to the laws of the Province of British Columbia.

9. Where there is a reference to an enactment in this Agreement, the reference will include any subsequent enactment of the Province of British Columbia of like effect and all enactments referred to are enactments of the Province of British Columbia.
10. If any part of this Agreement is found to be illegal or unenforceable, that part will be considered separate and severable and the remaining parts will not be affected thereby and will be enforceable to the fullest extent permitted by law.
11. All obligations on and benefits accruing to the persons comprised in the Transferee or the Transferor apply only in respect of such benefits or obligations which arise during the period in which any such person is registered as owner of any portion of the Lands.
12. This Agreement runs with the Land and will be registered as a charge against the title to the Land under Section 219 of the *Land Title Act*.
13. Nothing contained or implied in this Agreement shall impair, limit, prejudice, or affect the Transferee's rights and powers in the exercise of their functions pursuant to any public or private statutes or any other enactment including the Transferee's bylaws, orders, policies, and regulations and all such powers and rights may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Transferor.
14. The Transferor will do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurances which may be reasonably necessary to give proper effect to the intent of this Agreement.
15. This Agreement will not be modified or discharged except in accordance with the provisions of Section 219(9) of the *Land Title Act*.

As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the Land Title Office Form C which is attached hereto and forms part of this Agreement.

END OF DOCUMENT