

Province of  
British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

Page 1 of 5 Pages

ABSTRACT REGISTRY

1. APPLICATION: (Name, Address, phone number and signature of applicant, applicant's solicitor or gent)  
MORELLI CHERTKOW, Barristers & Solicitors  
300-180 Seymour Street, Kamloops, BC V2C 2E3  
Phone #1-250-374-3344  
FILE #18424006 NICOLA LAKESHORE ESTATES INC. SH/cg  
LTO CLIENT No. 10337

10339

PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND: \*  
(PID) (LEGAL DESCRIPTION)  
No PID Lots 1-79 District Lot 530 KDYD  
Plan 79399

3. NATURE OF INTEREST: * DESCRIPTION	DOCUMENT REFERENCE (Page and Paragraph)	PERSON ENTITLED TO INTEREST
Section 219 Covenant	Entire Instrument Pages 2 to 5	Transferee

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  
(c) Release  There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in item 7 or in a schedule annexed to this instrument. If (c) is selected the charge described in item 3 is released or discharged as charge on the land described in Item 2.

5. TRANSFEROR(S):  
NICOLA LAKESHORE ESTATES INC. (Inc. No. 470906)

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

~~THOMPSON-NICOLA REGIONAL DISTRICT, #300-465 Victoria Street, Kamloops, BC V2C 2A9 and  
MINISTRY OF TRANSPORTATION, 441 Columbia Street, Kamloops, BC V2C 2T3~~

7. ADDITIONAL OR MODIFIED TERMS: \* N/A

8. EXECUTION(S) : \*\*This instrument creates, assigns, modifies, enlarges, discharge 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.

Execution Date

Officer Signature(s)

(as to all signatures)

SCOTT HUYGHEBAERT  
Barrister & Solicitor  
300 — 180 Seymour St.  
Kamloops, B.C. V2C 2E3

Y	M	D
05	09	16

Transferor(s) Signature(s)

NICOLA LAKESHORE ESTATES INC.  
By its authorized  
signatory(ies)

  
Name: Frank Rizzardo

Name:

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.

\* If space insufficient, enter "SEE SCHEDULE" attach schedule in Form E.  
\*\* If space insufficient, continue executions on additional page(s) in Form D.

TERMS OF INSTRUMENT - PART 2  
WILDLAND INTERFACE COVENANT

WHEREAS the Transferor is the fee simple owner of the hereinbefore described lands and premises as shown in paragraph 2 of Form "C" (hereinafter called the "Lands").

AND WHEREAS the consent of the Approving Officer for the Ministry of Transportation is first required with respect to the Transferor's proposed subdivision of the Lands, and as a condition of such consent, they require a covenant to be charged against the Lands in priority to any financial charges pursuant to Section 219 of the Land Title Act, Chapter 250, R.S.B.C., 1996 which covenant is for the purpose of preventing any use of the lands unless certain conditions have been complied with and to ensure potential purchasers are made aware of urban/wildland interface issues and the ongoing role that property owners must assume to protect their housing investment;

NOW THEREFORE WITNESSETH that for and in consideration of the sum of One Dollar (\$1.00) now paid by the Transferee to the Transferor, and receipt of which is hereby acknowledged, and for other good and valuable consideration, the Transferor and all persons claiming under him agree to use the Lands only in accordance with the following restrictions.

1. The Lands shall not be built upon unless:
  - (a) All roofing materials and installation requirements meet the Class "B" fire rating requirements contained within the current B.C. Building Code;
  - (b) Fuel-reduced buffers around individual homes from the house to the property boundary, or 10m. in distance, whichever is the lesser, are maintained. In this respect, fuel-reduced shall mean the area may contain natural tree cover in locations approved by the Thompson-Nicola Regional District, but the owner must landscape and maintain the area with the intent of eliminating the accumulation of combustible debris; and

- (c) All eaves, attics, decks and openings under floors are screened to prevent the accumulation of flammable material.
- (d) All wood burning appliances are to be installed with approved spark arresters.

The Covenantor shall register this covenant as a charge on the property in priority to all financial charges, and proof of its registration must be provided to the Thompson-Nicola Regional District.

The Transferor, on behalf of himself and his heirs, executors, administrators, successors and assigns hereby indemnifies and saves harmless the Transferee and its employees, servants or agents from all loss, damage, costs, actions, suits, debts, accounts, claims and demands which the Transferor or the Transferee or any of their employees, servants, or agents, may suffer or incur or be put to arising out of or in connection with any breach of any covenant or agreement on the part of the Transferor or his heirs, executors, administrators, successors and assigns contained in this agreement or arising out of or in connection with any personal injury, death or loss or damage to the Lands, or to any building, modular home, mobile home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lands caused by any matter or thing addressed in the preceding paragraphs as the subject matter of this restrictive covenant.

The Transferor's covenants contained in this agreement shall burden and run with the Lands and shall enure to the benefit and be binding upon the Transferor, his heirs, executors, administrators, successors and assigns.

Nothing in this agreement shall prejudice or affect the rights, powers and remedies of the Transferee in relation to the Transferor, including their heirs, executors, administrators, successors and assigns, or the Lands under any law, by-law, order or regulation or in equity all of which rights, powers and remedies may be fully and effectively exercised by the Transferee as if this agreement had not been made by the parties.

The Transferor or any of his heirs, executors, administrators and assigns, as the case may be, shall give written notice of this agreement to any person to whom he proposes to dispose of the Lands or any part thereof, which notice shall be received by that person prior to such disposition. For the purposes of this paragraph, the word "dispose" shall have the meaning given to it under Section 29 of the Interpretation Act.

Whenever the singular or masculine or neuter is used herein, the same shall be construed as including the plural, feminine, body corporate or politic unless the context requires otherwise.

If any section or any part of this agreement is found to be illegal or unenforceable, then such sections or parts shall be considered to be separate and severable from this agreement and the remaining sections or parts of this agreement, as the case may be, shall be unaffected thereby and shall remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable parts or sections had never been included in this agreement.

Where there is a reference to an enactment of the Province of British Columbia in this agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

The Transferor shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurance which may be reasonably necessary to give proper effect to the intent of this agreement.

The parties agree that the Transferee is not responsible to inspect the Lands or to otherwise insure compliance with this agreement, nor is the Transferee required to remedy a default of this agreement and a failure to enforce this agreement by the Transferee shall not constitute a waiver of its rights hereunder.

Approved under the Land Title Act on the 17<sup>th</sup> day of *OCTOBER*, 2005

*David Loba*  
Approving Officer

**END OF DOCUMENT**