

LAND TITLE ACT
FORM C
(Section 219.81)

OFFICE
Province of
British Columbia

-9 DEC 2002 13 58

LAND TITLE OFFICE
KAMLOOPS

KT135774 PLAN-50
C-55
C-55

135775
39

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

PAGE 1 OF 9

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
Veronica Carson, Agent
DOAK SHIRREFF Barristers and Solicitors
200 - 537 Leon Avenue, Kelowna, BC, V1Y 2A9
Telephone: (250) 763-4323 File: GS100625/vc
Veronica Carson
(Signature)

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND: *
(PID) (LEGAL DESCRIPTION)
SEE SCHEDULE SEE SCHEDULE

3. NATURE OF INTEREST: *
DESCRIPTION DOCUMENT REFERENCE PERSON ENTITLED TO INTEREST
(page and paragraph)
SEE SCHEDULE SEE SCHEDULE TRANSFEREE

4. TERMS: Part 2 of this instrument consists of (select one only)
(a) Filed Standard Charge Terms D.F. No. 01 02/12/09 14:04:21 01 KL 587761
(b) Express Charge Terms Annexed as Part 2 CHARGE \$110.00
(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 a charge on the land described in Item 2.

5. TRANSFEROR(S): *
SEE SCHEDULE

6. TRANSFEREE(S): (including postal address(es) and postal code(s)) *
REGIONAL DISTRICT OF CENTRAL OKANAGAN, of 1450 K.L.O. Road, Kelowna,
British Columbia, V1W 3Z4

7. ADDITIONAL OR MODIFIED TERMS: *
NONE

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)
Richard J. Bushor
RICHARD J. BUSHOR
BARRISTER & SOLICITOR
#301 - 1665 ELLIS STREET
KELOWNA, B.C. V1Y 2B6

Execution Date

Y	M	D
2002	10	07

Party(ies) Signature(s)
SUNSET RANCH GOLF DEVELOPMENTS
LTD., by its authorized signatory:
Bob Calder
BOB CALDER

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" and attach schedule in Form E.

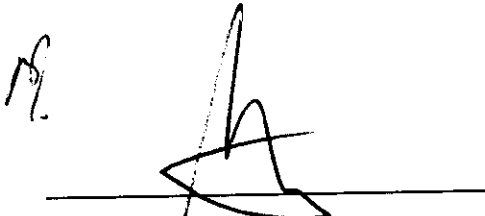
LAND TITLE ACT

FORM D

EXECUTIONS CONTINUED

PAGE 2

Officer Signature(s)



GRANT SHIRREFF
 BARRISTER & SOLICITOR
 200 - 537 LEON AVENUE
 KELOWNA, BC V1Y 2A9



Y	M	D
02	10	11

Borrower(s) Signature(s)

Personal & Commercial
Financial Services Division

BANK OF MONTREAL

by its authorized signatory:

Frank Carmichael James Yarnall
 Account Manager Manager, Credit

OFFICER CERTIFICATION:

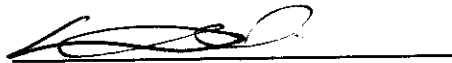
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution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

LAND TITLE ACT

FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

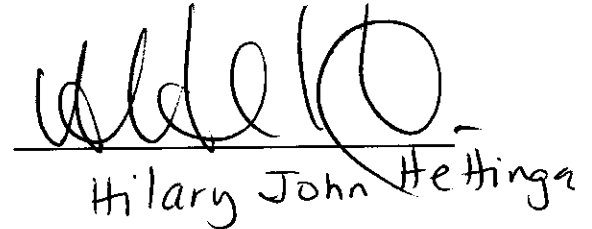


Donald Scott Darling
Commissioner for taking Affidavits
1450 KLO Road
Kelowna, B.C. V1W 3Z4

Y	M	D
2002	11	18

Transferor/Borrower/Party
Signature(s)

**REGIONAL DISTRICT OF
CENTRAL OKANAGAN**, by its
authorized signatories:


Hilary John Hettiger

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.

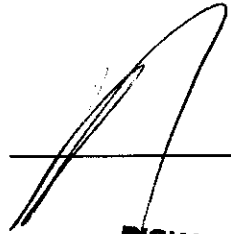
LAND TITLE ACT

FORM D

EXECUTIONS CONTINUED

PAGE 4

Officer Signature(s)



**RICHARD J. PUSHOR
BARRISTER & SOLICITOR
#301 - 1665 ELLIS STREET
KELOWNA, B.C. V1Y 2G6**

Y	M	D
02	10	07

Transferor/Borrower/Party
Signature(s)

SUNSET RANCH GOLF DEVELOPMENTS
LTD., IN TRUST, by its authorized signatory:



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

PAGE 5

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

2. Parcel Identifier(s) and Legal Description(s) of Land:

Lots 1,
Lot 4, and an undivided 1/7th interest in Lot 2;
Lot 6, and an undivided 1/7th interest in Lot 2;
Lot 8, and an undivided 1/7th interest in Lot 2
all as shown on a Plan of Subdivision of Lot 1, Plan KAP44599 and of Lot A, Plan 39857 except
Plans KAP44297 and KAP44599, all in Section 27, Township 24, ODYD, prepared by Douglas A.
Goddard, BCLS and completed the 27th day of June, 2002.

3. Nature of Interest:**DESCRIPTION:**

Section 219 Covenant over part on Plan KAP72370

Consent and Priority over Mortgage KH118246 & KN 54557

5. TRANSFEROR(S):*

SUNSET RANCH GOLF DEVELOPMENTS LTD. (Inc. No. 347232)

SUNSET RANCH GOLF DEVELOPMENTS LTD., IN TRUST (Inc. No. 347232)
See KC78432 and KH118246

BANK OF MONTREAL, as to Consent and priority over Mortgage KH118246

EXPRESS CHARGE TERMS

PAGE 6

PART 2

THIS INDENTURE MADE the 7 day of ~~September~~^{October}, 2002.

BETWEEN:

SUNSET RANCH GOLF DEVELOPMENTS LTD., (Inc. No. 347232)
a body corporate, of 4001 Anderson Road, Kelowna, British
Columbia, V1Y 7V8

SUNSET RANCH GOLF DEVELOPMENTS LTD. IN TRUST,
a body corporate with an office at 4001 Anderson Road,
Kelowna, BC V1X 7V8 (Inc. No. 347232), see KC78432 and KH118245

(Hereinafter called the "Transferor")

OF THE FIRST PART

AND:

REGIONAL DISTRICT OF CENTRAL OKANAGAN, a Regional District
incorporated pursuant to the provisions of the Municipal Act,
having an office at 1450 K.L.O. Road, Kelowna, British Columbia, V1W 3Z4

(Hereinafter called the "Transferee")

OF THE SECOND PART;

AND:

BANK OF MONTREAL, a Canadian Chartered Bank
with an office at 294 Bernard Avenue,
Kelowna, BC V1Y 6N4

(Hereinafter called the "Mortgagee")

OF THE THIRD PART

WHEREAS:

A. The Transferor is the registered owner of those lands and premises in the Kelowna Assessment Area, Province of British Columbia, legally described as:

Lot 1,
Lot 4, and an undivided 1/7th interest in Lot 2
Lot 6, and an undivided 1/7th interest in Lot 2
Lot 8, and an undivided 1/7th interest in Lot 2
all of Section 7, Township 14
Osoyoos Division Yale District
Plan KAP 72369

(The "Lands")

EXPRESS CHARGE TERMS

PAGE 7

PART 2

- B. Section 219 of the *Land Title Act* provides that a covenant, in favour of a regional district as transferee, whether of a negative or positive nature, in respect to the use of land or that land is or is not to be built on in favour of the transferee, maybe registered as a charge against the title to that land and is enforceable against the transferor and his successors in title event if the covenant is not annexed to land owned by the transferee.
- C. THE TRANSFEREE requires that this Agreement be registered as a Priority Charge, and the Mortgagee has agreed to provide its consent and priority to the Transferee.

NOW THEREFORE THIS AGREEMENT WITNESSETH that pursuant to Section 219 of the *Land Title Act*, and in consideration of the sum of ONE (\$1.00) DOLLAR now paid to the Transferor by the Transferee (the receipt and sufficiency whereof is hereby acknowledged) the parties hereto agree and covenant with each other as follows:

1. Hereafter no buildings, structures or improvements of any kind shall be constructed nor located on that portion of the Lands outlined in bold black on a Reference Plan to accompany covenants in Lots 1, 4, 6, and 8, Plan KAP 72369, Sec. 7, Twp. 24, ODYD, prepared by Douglas A. Goddard, BCLS and completed the 27th day of June, 2002 and assigned registration number KAP 72370 (hereinafter called the "Non-Disturbance Zone").
2. The Transferor further agrees that it shall not remove or disturb any soil, vegetation or trees from, nor construct or locate any buildings, structures or improvements of any land upon the Non-Disturbance Zone without first obtaining the written consent of the Transferee; except as indicated in a Wildfire Hazard Report as prepared by a professional forester and registered as a restrictive covenant.
3. The Transferor further agrees to temporarily fence off the area covered by this agreement with brightly coloured snow fencing during subdivision and building construction. Any areas damaged as a result of said construction must be rehabilitated to the satisfaction of the Transferee.
4. The Transferor, on behalf of itself, its heirs, executors, successors and assigns agree to indemnify and save harmless the Transferee, its officers, employees or agents from all loss, damage, costs, actions, suits, debts, accounts, claims and demands which the Transferee, its officers, employees or agents may suffer or incur to be put to arising out of or in any way connected with any breach of any covenant or agreement on the part of the Transferor or its heirs, successors, administrators and assigns contained in this agreement or arising out of or in any way connected with any loss or damage suffered personally or in connection with any building, improvement, chattel, or other construction including the contents of any of them, built, constructed or placed on the said Lands. This covenant shall be binding upon the Transferor as a personal covenant only during the period of the Transferors ownership of any interest in the Lands.

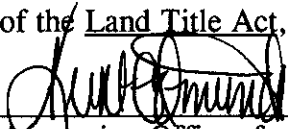
EXPRESS CHARGE TERMS

PAGE 8

PART 2

5. The Transferor does remise, release and forever discharge the Transferee and its officers, employees, servants or agents from all loss, damage, costs, actions, suits, debts, accounts, claims and demands which the Transferor or its heirs, executors, administrators, successors and assigns may have against the Transferee and its officers, employees, servants or agents from and by reason of a damage suffered personally or in connection with any building, improvement, chattel or other structure, including the contents of any of them, building, constructed or placed on the said Lands which loss or damage is the result of the movement of soil, rocks or trees in the Non-Disturbance Zone.
6. This Agreement shall be construed as a covenant running with the Lands.
7. The Parties agree that nothing contained or implied herein shall in any way prejudice or affect the powers of the Transferee in the exercise of its functions under any statute, bylaw, order or regulation, all of which may be fully exercised in relation to the lands as if this Agreement had not been executed.
8. This Agreement shall enure to the benefit of and be binding upon the Parties hereto, their respective successors and assigns.
9. If any part of this Agreement is found to be illegal or unenforceable, that part will be considered separate and severable from the rest, and the remaining parts will not be affected hereby and will be enforceable to the fullest extent permitted by law.
10. It is understood and agreed that by registration of this covenant as a charge against title to the Lands, the Transferee assumes no responsibility for enforcement of the terms of this Covenant. It is understood and agreed that at all times the Transferor is responsible for ensuring compliance with this covenant.
11. The Mortgagee, being the registered holder of a Mortgage registered as ~~KN54567~~ ^{KH 118246}, against the Land, HEREBY CONSENTS to the registration of the within Section 219 Covenant Agreement and agrees that it shall have priority over its said mortgage.

THIS IS THE INSTRUMENT creating the Section 219 Covenant entered into under Section 219 of the Land Title Act, by the registered owners referred to herein.



Approving Officer for the Ministry
of Transportation and Highways

The plan which was referred to in, and attached to this document was an exact copy of the deposited plan which is filed under number KAP72370.

LAND TITLE ACT
FORM 11(a)
{Section 99 (1)(e)(j) and (k)}

APPLICATION FOR DEPOSIT OF REFERENCE OR
EXPLANATORY PLAN (CHARGE)

I, Veronica Carson, Law Clerk, of **DOAK SHIRREFF** Barristers and Solicitors, of #200 - 537 Leon Avenue, Kelowna, British Columbia, V1Y 2A9, APPLY ON BEHALF OF:

SUNSET RANCH GOLF DEVELOPMENTS LTD., a body corporate, (Inc. #347232)
of 4001 Anderson Road, Kelowna, BC V1X 7V8, in trust, see KC78432 and KH118245
as to Lots 1, and 4

SUNSET RANCH GOLF DEVELOPMENTS LTD., a body corporate
of 4001 Anderson Road, Kelowna, BC V1X 7V8 (Inc. No. 347232)
as to Lots 6 and 8

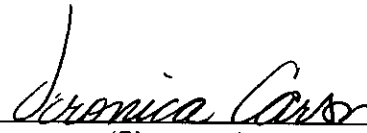
KAP 72370

(the registered owner) to deposit a Reference Plan to Accompany Covenants in Lots 1, 4, 6 and 8, Plan KAP _____, Sec. 7, Twp. 24, ODYD, 9/9/07 PLANS \$57.61 \$50.00

I enclose:

- 1. The Reference/Explanatory Plan;
- 2. The reproductions of the plan, as required by Section 67(u).
- 3. Fees of \$ _____.

Dated this 6 day of December, 2002.



(Signature)

NOTE:

- i) Under Section 67(u) the following reproductions of the plan must accompany this application;
 - (a) One blue linen original (Alternatively white linen or original transparency);
 - (b) One duplicate transparency;
 - (c) In addition one whiteprint is required as a worksheet for the Land Title Offices.
 - ii) The Following further requirements may be necessary;
 - (a) If the parent property is in an Agricultural Land reserve, a release is required unless the parent property is less than 2 acres (appr. 0.8094 hectares) or where, for permitted uses, an approving officer has signed the plan under Section 1(1)(a) and (b) of the Subdivision and Land Use Regulations (B.C. Reg. 93/75) under the **Agricultural Land Commission Act**.
 - (b) Where a notice respecting a grant under the **Home Purchase Assistance Act** is endorsed on title, an extra white print must accompany the application, unless the Ministry of Social Services and Housings agrees otherwise in writing. This extra print must contain the following endorsement: "the eligible residence as defined by the **Home Purchase Assistance Act** is located on Lot _____ created by this plan
- _____
B.C.L.S. of Solicitor for the owners
- (c) Controlled access approval must be evident on the plan where parent property adjoins a highway that is designated as a controlled access highway.
 - (d) Where the plan refers to a covenant to be made under Section 215 , the instrument containing the covenant must be tendered with the plan.

REFERENCE PLAN TO ACCOMPANY COVENANTS IN LOTS 1, 4, 6 & 8 PLAN KAP 72369 SEC. 7 TP. 24 O.D.Y.D.

PURSUANT TO SECTION 219 OF THE LAND TITLE ACT.

SCALE 1:2000 BCGS 82E.094

PLAN No. KAP 72370

Deposited in the Land Title Office of Kamloops, B.C. this 9 day of DEC. 2002

Signature and registration details of the surveyor.

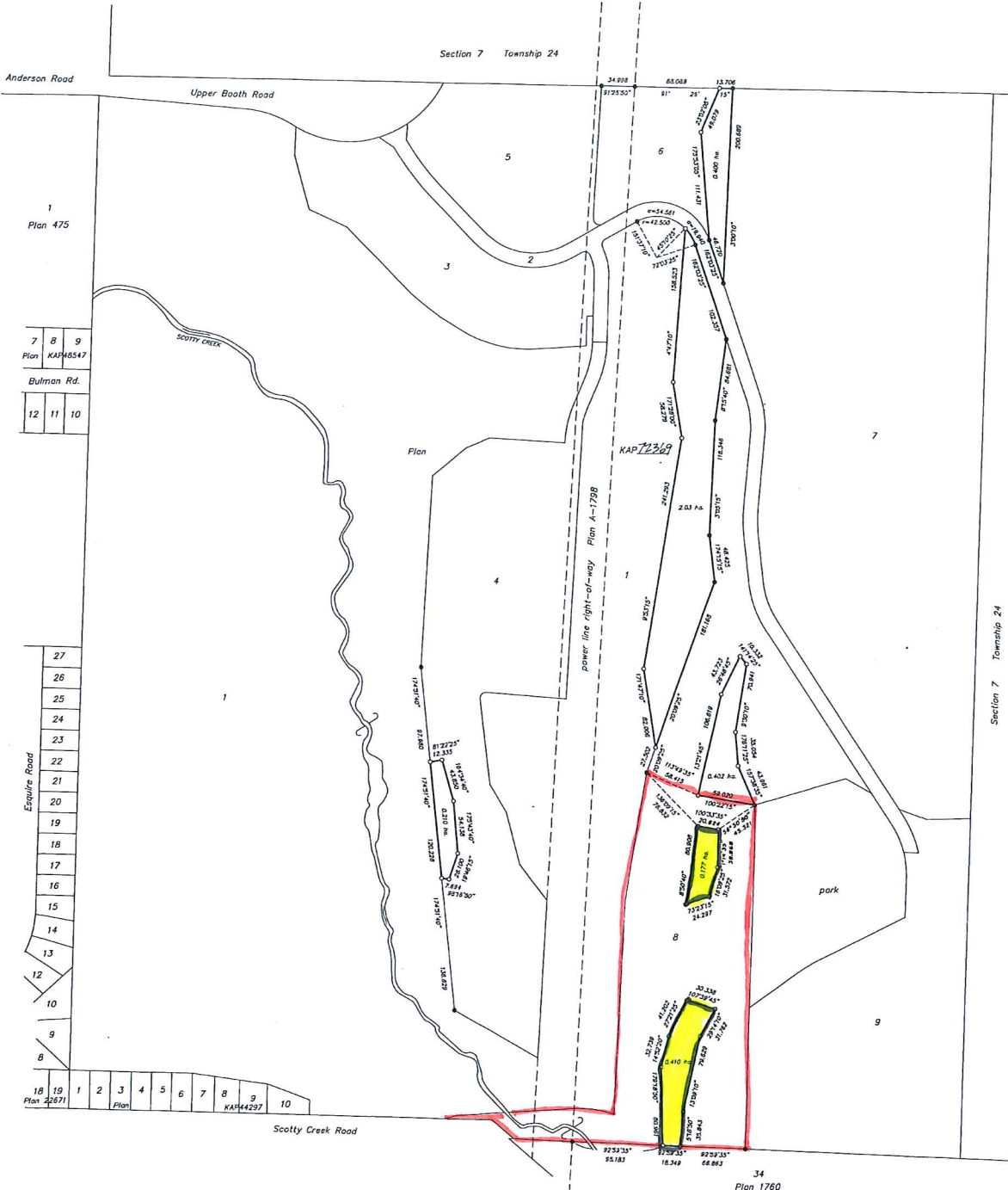


Table with 3 columns and 2 rows: 7 8 9 Plan KAP48547; Bulman Rd.; 12 11 10

Table with 1 column and 18 rows: 27, 26, 25, 24, 23, 22, 21, 20, 19, 18, 17, 16, 15, 14, 13, 12, 10, 9

Table with 18 columns and 1 row: 18 19 1 2 3 4 5 6 7 8 9 10 Plan 22871 Plan KAP44297

This plan lies within the Central Okanagan Regional District. I, Douglas A. Goddard a British Columbia Land Surveyor of the City of Kelowna in British Columbia certify that I was present at and personally supervised the survey represented by this plan and that the survey and plan are correct. The survey was completed on the 27th day of June, 2002.

LEGEND All distances are in metres. Iron Post Found Iron Post Set Grid bearings are derived from Plan KAP 72369

Signature of Douglas A. Goddard, B.C.L.S. and contact information for D.A. Goddard Land Surveying Inc.