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KV018493 C-55

Land Title Act

Form C

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT - PART 1

LAND TITLE OFFICE
KAMLOOPS

(This area for Land Title Office use)

Page 1 of 6 pages

SUBMITTED BY: KERSHAW
KUROVAMA KUROVAMA

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

PUSHOR MITCHELL Lawyers, 3rd Floor, 1665
Ellis Street, Kelowna, British Columbia V1Y 2B3,
Phone (250) 762-2108 Client No. 10332
TMA/39717.15-lxs/SBS Guidelines/Feathertop

Lisa Satterthwaite
Lisa Satterthwaite, Applicant's Agent

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

(PID)

See Schedule

(LEGAL DESCRIPTION)

See Schedule

3. NATURE OF INTEREST:*

DESCRIPTION

See Schedule

DOCUMENT REFERENCE
(page and paragraph)

See Schedule

PERSON ENTITLED TO INTEREST

See Schedule

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

- (a) Filed Standard Charge Terms
(b) Express Charge Terms
(c) Release

<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

D.F. No.

Annexed as Part 2

There is no Part 2 of this instrument

01 03/02/18 14:19:47 01 KL
CHARGE

604980
\$55.00

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):* **BIG WHITE REAL ESTATE LTD.** (Inc. No. 633367), PO Box 2039, Station R,
Kelowna, BC V1X 4K5

6. TRANSFEREE(S):* **BIG WHITE SKI RESORT LTD.** (Inc. No. 286951), PO Box 2039, Station R,
Kelowna, BC V1X 4K5

7. ADDITIONAL OR MODIFIED TERMS:* N/A

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)

T. Arsenault

Theresa Arsenault
Lawyer
3rd Floor, 1665 Ellis Street
Kelowna, BC V1Y 2B3

Execution Date

Y	M	D
03	01	09

Party(ies) Signature(s)

BIG WHITE REAL ESTATE LTD. by
its authorized signatory:

Paul Plocktis
Paul Plocktis

Officer Certification:


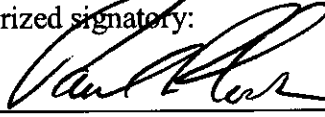
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution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

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

** If space insufficient, continue executions on addition page(s) in Form D.

**Land Title Act
FORM D****EXECUTIONS CONTINUED**

Page 2

Officer Signature(s)	Execution Date			Transferor/Borrower/Party Signature(s)
	Y	M	D	
 Theresa Arsenault Lawyer 3 rd Floor, 1665 Ellis Street Kelowna, BC V1Y 2B3	03	01	09	BIG WHITE SKI RESORT LTD. by its authorized signatory:  Paul Plocktis

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.

** If space insufficient, continue executions on additional page(s) in Form D.

**LAND TITLE ACT
FORM E****SCHEDULE**

Page 3

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:*

(PID)

(LEGAL DESCRIPTION)

Lot 1, DL 4222, SDYD, Plan KAP

Lot 2, DL 4222, SDYD, Plan KAP

Lot 3, DL 4222, SDYD, Plan KAP

Lot 4, DL 4222, SDYD, Plan KAP

72799

72799

72799

72799

3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

Section 221 – Restrictive Covenant

Entire Instrument

Registered Owner of: Lot A, DL 4109s
and 4186s, SDYD, Plan KAP51740,
except Plans KAP56242, KAP61056,
KAP61280, KAP62647, KAP65363 and
KAP72031

PID: 018-650-465

Section 221 Covenant for construction guidelines
TERMS OF INSTRUMENT – PART 2

W H E R E A S :

- A. The Transferor is the registered owner in fee simple of those certain parcel(s) of land in the Penticton Assessment Area, in the Province of British Columbia, legally described as:

Lots 1 to 4, inclusive,
District Lot 4222, SDYD,
Plan KAP72799

(the “**Transferor’s Lands**”)

- B. The Transferee is the registered owner in fee simple of those certain parcel(s) of land in the Penticton Assessment Area, in the Province of British Columbia, legally described as:

Lot A, DL 4109s and 4186s, SDYD, Plan KAP51740,
except Plans KAP56242, KAP61056, KAP61280,
KAP62647, KAP65363 and KAP72031

(the “**Transferee’s Lands**”)

- C. Development of the Transferor’s Lands has potential to adversely affect the Transferee’s Land;

In consideration of the covenants contained in this Covenant and for other valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties covenant and agree with each other as follows:

1. The Transferor will not allow on the Transferor’s Lands, at any time, nor in any manner, without the prior written consent of the Transferee:
 - (a) the construction of any dwelling, building, service area, driveway, landscape feature, including trees, shrubs, plants, retaining walls, fences, rock or other landscape material, parking area, garage, carport, utility feature, exterior lighting, exterior garbage or recycling convenience, or improvement of any kind (“**Improvement**”);
 - (b) any disturbance of the Transferor’s Lands which would result in lot grading, drainage or ground conditions;
 - (c) any Improvement which does not protect entrances, exits, exterior pathways, ski runs and the neighbouring buildings from falling ice and snow;
 - (d) any construction or building activities which do not comply with the environmental protection provisions in place at Big White Ski Resort;
2. No dwelling on the Transferor’s Lands shall be occupied:

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- (a) unless that dwelling, including the exterior, is substantially finished;
 - (b) landscaping is completed and maintained
3. No owner or occupier of the Transferor's Lands shall cause, commit, suffer, authorize or permit any act of nuisance to emanate from the Transferor's Lands.
 4. The Transferor hereby covenants with the Transferee with the intent that the burden of this covenant shall run with and bind the Transferor's Lands and every part thereof, and with the intent that the benefit of this covenant shall be annexed to and run with the Transferee's Lands and every part thereof.
 5. The Transferor or any of his heirs, executors, administrators and assigns, as the case may be, shall give written notice of this Covenant to any person to whom they propose to dispose of the Lands, 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*, S.B.C. 1996 c.238.
 6. No term, condition, covenant or other provision of this Covenant will be considered to have been waived by the Transferee unless the waiver is expressed in writing by the Transferee. Any waiver by the Transferee of any term, condition, covenant or other provision of this Covenant or any waiver by the Transferee of any breach, violation or non-performance of any term, condition, covenant or other provision of this Covenant does not constitute and will not be construed as a waiver of any further or other term, condition, covenant or other provision of this Covenant or any further or other breach, violation or non-performance of any term, condition, covenant or other provision of this Covenant.
 7. Wherever the expression "Transferor" and "Transferee" are used, the same shall be construed as meaning the plural, feminine or body corporate or politic where the context of the parties so require.
 8. Pursuant to Section 221 of the Act, the restrictions and covenants in this Covenant shall be covenants running with the Lands and shall be perpetual and shall be registered in the Land Title Office as covenants in favour of the Transferee's Lands.

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9. This Covenant will be interpreted in accordance with the laws of the Province of British Columbia.
10. 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 Covenant.

END OF DOCUMENT

TMA Feathertop/39717.15/ls

Pushor Mitchell
