



Spagnuolo & Company Real Estate Lawyers



Explanation of Covenant Registration Number BM4718 to BM4719

Charge BM4718 to BM4719 is a covenant. A covenant generally imposes either a negative or positive condition on the property. A covenant is usually in favour of a government authority and often contains restrictions on building or other uses in favour of a municipality or the province.

This covenant is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder. Also, this charge “runs with the land”, which means the charge will remain on title following registration of any transfer.

This charge, in favour of the Village of Anmore, is made in anticipation of the development of the lands. The developer shall not build any structure for human occupancy on the lands and shall not submit an application for a building permit until the lands have been provided with sanitary sewer service or approval for same has been granted by Simon Fraser Health Unit.

With 25 years experience, 18 locations in British Columbia and a relentless focus on customer service, Spagnuolo and Co. is trusted by more clients for assistance with their purchase, sale or refinance of real estate than any other firm in British Columbia. If you decide to go ahead with your transaction, please give us a call.

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310-HOME (4663)

realestate@spagslaw.ca

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11/48

BM004718

98 JAN -8

11 49

BM004719

OFFICE
Vancouver

Land Title Act
FORM C

(Section 219.81)

PROVINCE OF BRITISH COLUMBIA (This area for Land Title Office use)

GENERAL INSTRUMENT - PART I

Page 1 of 6 Pages

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

DAVID R. WAY, Barrister & Solicitor
302 - 566 Lougheed Highway
Coquitlam, B.C., V3K 3B3
937 7791

Signature of applicant, applicant's solicitor or agent

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

PID 006-291-830

Lot 25 Except: Firstly: Parcel "A" (Reference Plan 17010); Secondly: Parcel "B" (Explanatory Plan 22697); Thirdly: Part Road on Plan 83150; Sections 16, 20 and 21 Township 39 NWD Plan 3350

3. NATURE OF INTEREST

Description

Document Reference

Person Entitled to Interest

Section 215 Covenant with priority

Page 4 Paragraph 1

TRANSFeree

MORTGAGE AD 174043

PAGE 6 ENTIRE

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

- a) Filled Standard Charge Terms
- b) Express Charge Terms
- c) Release

☐

D.F. No.

☒

Annexed as Part 2

☐

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): **CHRISTOPHER KIT WONG and FORTUNE HOLDINGS INC.** (Inc. #48489), as registered Owners, and **BANK OF MONTREAL**, as to grant of priority

6. TRANSFeree(S): (Including occupation(s), postal address(es) and postal code(s))

VILLAGE OF ANMORE, 2697 Sunnyside Road, Anmore, B.C., V3H 3C8

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 SIGNATURES

EXECUTION DATE

TRANSFEROR(S) SIGNATURE(S)

DAVID R. WAY
BARRISTER & SOLICITOR
302-566 LOUGHEED HWY.,
COQUITLAM, B.C.
V3K 3B3

Y M D
97 8 25

FORTUNE HOLDINGS LTD.
BY ITS AUTHORIZED SIGNATORIES:

BEN DITT CHU

GAN DITT CHU

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. 1979, c. 116, 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.

2#5

Y

SURVEY DEPT.


Land Title Act
FORM D

EXECUTIONS CONTINUED

Page 2 of 6 Pages


Execution Date

Officer Signature(s)


DAVID R. WAY
 BARRISTER & SOLICITOR
 302 - 586 LOUGHEED HWY.,
 COQUITLAM, B.C.
 V3K 3S3




DAVID R. WAY
 Barrister & Solicitor
 302 - 586 Lougheed Hwy.,
 Coquitlam, B.C.
 V3K 3S3

KAREN-ANN COBB
 Deputy Clerk - Anmore
 2697 Sunnyside Rd.
 Anmore, B.C. V3H 8C8


 A Commissioner for Taking Affidavits
 in the Province of British Columbia

(As to both Signatures)

Y	M	D
97	8	25
97	9	5
97	10	29

Transferor/Borrower/Party
Signature(s)

 Christopher Kit Wong
BANK OF MONTREAL, by its
Authorized Signatories:

 GARY SMITH
VILLAGE OF ANMORE, by its
Authorized Signatories:

 Mayor - HAROLD WENBERG


 Clerk - HOWARD CARLEY

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. 1979, c. 116, 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.

Terms of Instrument - Part 2

Page 3 of 6 Pages

COVENANT AGREEMENT
Section 215 Land Title Act

This Agreement made the 25th day of August, 1997

BETWEEN:

CHRISTOPHER KIT WONG, Medical Practitioner, of 1445 Harbour Drive, Coquitlam, B.C.
V3J 5V3, and
FORTUNE HOLDINGS LTD., Body Corporate (Inc. #48489), of 903-865 Hornby Street,
Vancouver, B.C. V6Z 2G3

(hereinafter together called the "Developer")

OF THE FIRST PART;

AND:

VILLAGE OF ANMORE,
2697 Sunnyside Road, Anmore, B.C., V3H 3C8

(hereinafter called the "Municipality")

OF THE SECOND PART;

WHEREAS:

- A. The Developer is the registered owner of that certain parcel of land and premises in the Municipality described as:

PID 006-291-830
Lot 25 Except: Firstly: Parcel "A" (Reference Plan 17010);
Secondly: Parcel "B" (Explanatory Plan 22697);
Thirdly: Part Road on Plan 83150;
Sections 16, 20 and 21 Township 39 NWD Plan 3350

(the "Lands");

- B. Section 215 of the *Land Title Act* provides that a covenant in favour of the Municipality or the Crown, that land is not to be built on except in accordance with the covenant, may be registered against the title to land.

Page 4 of 6 Pages

- C. The Lands are not serviced by a municipal sanitary sewer system and the Lands have not received approval from the Simon Fraser Health Unit for the installation of an on-site sewage disposal system.
- D. An assessment of whether or not the Lands will meet the requirements of the Simon Fraser Health Unit for an on-site sewage disposal system has not been made.

THIS AGREEMENT is evidence that in consideration of the promises set out below and the sum of One Dollar (\$1.00) now paid to the Developer by the Municipality (the receipt of which is acknowledged by the Developer), the parties agree as follows:

- 1. The Developer covenants with the Municipality that:
 - a) no building or structure designed or intended for human occupancy shall be constructed or placed upon the Lands and no application for a building permit to do so shall be submitted to the Municipality until the Lands have been provided with a sanitary sewer service or approval for the installation of a sewage disposal system on the Lands has been granted by the Simon Fraser Health Unit;
 - b) the Developer releases, and shall indemnify and save harmless, the Municipality and its elected and appointed officials, employees and agents from and against all costs, expenses, losses, damages, claims, actions, causes of actions and liabilities by whomever incurred, suffered, brought or made, and however arising, whether directly or indirectly, out of the issuance of subdivision approval of the Lands, the refusal to issue a building permit in respect of the Lands, or any portion of the Lands, due to the lack of adequate sanitary sewer treatment or disposal services for the Lands, or the inability of the Lands to be serviced by a sewer, and any consequential inability to build on or use the Lands;
 - c) the Developer shall reimburse the Municipality, upon delivery of this Agreement, for its legal and administrative costs incurred in the preparation of this Agreement.
- 2. It is mutually agreed between the parties:
 - a) nothing contained or implied in this Agreement shall prejudice or affect the rights and powers of the Municipality in the exercise of its functions under any public and private statutes, by-laws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Developer;
 - b) the covenants set forth in this Agreement shall charge the Lands pursuant to Section 215 of the *Land Title Act* and shall be covenants the burden of which shall run with the Lands;
 - c) the Developer shall, at its expense, do or cause to be done all acts reasonably necessary to grant priority to this Agreement over all charges and encumbrances which may have been registered against the title to the Lands in the New Westminster Land Title Office

Page 5 of 6 Pages

except those specifically approved in the writing by the Municipality or in favour of the Municipality;

- d) wherever the singular is used in this Agreement, it shall be construed as meaning the plural, where the context or the parties so required; and
- e) the parties to this Agreement shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.

IN WITNESS WHEREOF the parties to this Agreement have caused their duly authorized signatories to execute same on the Forms C and D to which this Agreement is attached.

Approved:

For the Municipality of Anmore
Position -

W7,241dw
9.08.11[covenant]

Page 6 of 6 pages

MEMORANDUM AS TO INTEREST

Mortgage No. AD174043 registered against the Lands at the New Westminster Land Title Office is herein called the "Interest".

CONSENT TO PRIORITY

The undersigned, being the holder of the Interest referred to in the memorandum above written, hereby joins in and consents to the granting of this Covenant and hereby covenants that this Covenant shall bind the Interest in the Lands and shall rank in priority upon the Lands over the Interest as if the Covenant had been registered prior to the Interest.

Dated at Burnaby, British Columbia this 5 day of ^{September}~~August~~, 1997.

Officer Signature:


Signature

DAVID R. WAY,
Barrister & Solicitor
802 - 568 Loughhead Hwy.,
Coquitlam, B.C.
V3K 3S9

Address

Occupation

BANK OF MONTREAL
by its Authorized Signatories:


GARY SMITH

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. 1979, c. 116, 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/V7241/dw

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

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

END OF DOCUMENT

TITLE SEARCH PRINT

File Reference: Don Butt

Declared Value \$249000

2017-02-02, 13:49:40

Requestor: Charlene Steeves

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN******Land Title District**

Land Title Office

NEW WESTMINSTER

NEW WESTMINSTER

Title Number

From Title Number

BT8327

BR149289

Application Received

2002-01-10

Application Entered

2002-01-10

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

RICHARD ANDREI SCHULLER, SOFTWARE ENGINEER
NOEMI GHEORGHINA SCHULLER, DENTIST
2814 HIALEAH COURT
COQUITLAM, BC
V3B 6Z8
AS JOINT TENANTS

Taxation Authority

VILLAGE OF ANMORE

Description of Land

Parcel Identifier:

025-069-195

Legal Description:

LOT 5 SECTION 20 TOWNSHIP 39 NEW WESTMINSTER DISTRICT PLAN LMP50285

Legal Notations

NONE

Charges, Liens and Interests

Nature:

COVENANT

Registration Number:

BM4718

Registration Date and Time:

1998-01-08 11:49

Registered Owner:

VILLAGE OF ANMORE

Remarks:

INTER ALIA

Nature:

COVENANT

Registration Number:

BM4730

Registration Date and Time:

1998-01-08 11:50

Registered Owner:

THE CROWN IN RIGHT OF BRITISH COLUMBIA

Remarks:

INTER ALIA

TITLE SEARCH PRINT

File Reference: Don Butt

Declared Value \$249000

2017-02-02, 13:49:40

Requestor: Charlene Steeves

Nature: MORTGAGE
Registration Number: BB256330
Registration Date and Time: 2007-04-05 11:58
Registered Owner: THE TORONTO-DOMINION BANK

Nature: MORTGAGE
Registration Number: BB1732324
Registration Date and Time: 2010-12-30 11:47
Registered Owner: THE TORONTO-DOMINION BANK

Nature: PRIORITY AGREEMENT
Registration Number: BB1735871
Registration Date and Time: 2011-01-13 09:44
Remarks: GRANTING BB1732324 PRIORITY OVER BB256330

Duplicate Indefeasible Title

NONE OUTSTANDING

Transfers

NONE

Pending Applications

NONE



Spagnuolo & Company Real Estate Lawyers



General Priority Agreement Explanation

A Priority Agreement is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder.

Under our Torrens land title system, charges are typically ranked in priority in accordance with the date they are registered. A priority agreement between charge holders allows a charge to be registered at a later date, but rank in priority to a charge registered first. This most often occurs with a registered mortgage, where an easement or other charge ranks in priority to a mortgage, even though it is registered after the mortgage.

While priority agreements ought to be discharged by the Land Title Office upon the discharge of the first charge that is often not the case, especially when such agreements are contained within other agreements (e.g. easements, rights-of-way) that remain on title.

In the event that a Priority Agreement is on title but one of the charges to which it relates is no longer on title, then that priority agreement, with respect to that charge, will be void and no longer of any force or effect. In any case, a priority agreement registered on title is unlikely to have any impact on a subsequent purchaser.

With 25 years experience, 18 locations in British Columbia and a relentless focus on customer service, Spagnuolo and Co. is trusted by more clients for assistance with their purchase, sale or refinance of real estate than any other firm in British Columbia. If you decide to go ahead with your transaction, please give us a call.

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realestate@spagslaw.ca

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Explanation of Plan Registration Number LMP50285

This charge is a Subdivision Plan. A subdivision plan is a document that is registered in the Land Title Office showing the creation of new smaller lots from one parcel. Essentially a Subdivision Plan represents pictorially the legal boundaries and dimensions of a surveyed parcel of land.

The originally subdivided lands are described as part of Lot 25 of Section 20.

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realestate@spagslaw.ca

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Page 1 of 1



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Explanation of Covenant Registration Number BM4730 to BM4731

Charge BM4730 to BM4731 is a covenant. A covenant generally imposes either a negative or positive condition on the property. A covenant is usually in favour of a government authority and often contains restrictions on building or other uses in favour of a municipality or the province.

This covenant is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder. Also, this charge “runs with the land”, which means the charge will remain on title following registration of any transfer.

This charge, in favour of the Village of Anmore and the Provincial Crown (Minister of Environment), is made in recognition of potential flood danger on the lands and provides that no building or structure shall be located within 15m of the top of the banks of a tributary to Mossom Creek (the “setback”). No area used for habitation, business or storage of goods susceptible to damage by floodwaters (the “habitable area”) shall be located within any building at an elevation such that the underside of the floor system is less than 1.5m above the bank of the tributary. No area below the required elevation shall be used for furnaces or other fixed damageable equipment. The required elevation may be achieved by structural elevation of the habitable area or by adequately compacted landfill, provided that the toe of the landfill slope is outside the setback and the face is protected against erosion. Neither the Minister nor Village make any representations with respect to compliance with this charge and are specifically indemnified and held harmless from any loss as a result of flood waters.

With 25 years experience, 18 locations in British Columbia and a relentless focus on customer service, Spagnuolo and Co. is trusted by more clients for assistance with their purchase, sale or refinance of real estate than any other firm in British Columbia. If you decide to go ahead with your transaction, please give us a call.

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310-HOME (4663)

realestate@spagslaw.ca

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BM004730

98 JAN -8 11 50

BM004731

LE OFFICE
TERMINAL/CMR

Land Title Act
FORM C

(Section 219.81)

PROVINCE OF BRITISH COLUMBIA (This area for Land Title Office use)

GENERAL INSTRUMENT - PART I

Page 1 of 9 Pages

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

DAVID R. WAY, Barrister & Solicitor
302 - 566 Loughheed Highway
Coquitlam, B.C., V3K 3S3
937 7791

Signature of applicant, applicant's solicitor or agent

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

P.I.D. NPA

LEGAL DESCRIPTION: **SEE ATTACHED SCHEDULE**

3. NATURE OF INTEREST

Description

Document Reference
(page and paragraph)

Person Entitled to Interest

Section 215 Restrictive Covenant with
OVER MORTGAGE AD174043

Page 5 Paragraph 1

TRANSFeree

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

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

- ☐ D.F. No. 29 98/01/08 11:49:27 01 NW
- ☒ CHARGE
- ☒ Annexed as Part 2
- ☐ 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): **CHRISTOPHER KIT WONG and FORTUNE HOLDINGS INC.** (Inc. #48489), as registered Owners, and **BANK OF MONTREAL**, as to grant of priority

6. TRANSFeree(S): (including occupation(s), postal address(es) and postal code(s)) **HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, as represented by the Minister of Environment, Lands and Parks, Parliament Buildings, Victoria, British Columbia, V8V 1X5;1

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 SIGNATURES

EXECUTION DATE

TRANSFEROR(S) SIGNATURE(S)

DAVID R. WAY
Barrister & Solicitor
302 - 566 Loughheed Hwy.,
Coquitlam, B.C.
V3K 3S3

Y M D
97 8 25

FORTUNE HOLDINGS LTD.
BY ITS AUTHORIZED SIGNATORIES

BEN DIT CHU - DIRECTOR
GAIN DIT CHU

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. 1979, c. 116, 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.

2#5

7/


Land Title Act
FORM D

EXECUTIONS CONTINUED

Page 2 of 8 Pages

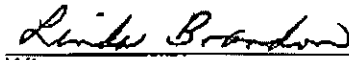
Execution Date

Officer Signature(s)


DAVID R. WAY,
Barrister & Solicitor
302 - 566 Lougheed Hwy.,
Coquitlam, B.C.
V3K 3S9


DAVID R. WAY,
Barrister & Solicitor
302 - 566 Lougheed Hwy.,
Coquitlam, B.C.
V3K 3S9

Signed on behalf of Her Majesty the
Queen in Right of the Province of
British Columbia as represented in right
of the Province of British Columbia


Witness:


LINDA BRANDON, Commissioner for
taking Affidavits for British Columbia
10470 - 152 Street
Surrey BC V3R 0R3
Title or Occupation


Y	M	D
97	8	25
97	9	5
97	11	27

Transferor/Borrower/Party
Signature(s)


Christopher Kit Wong

BANK OF MONTREAL, by its
Authorized Signatories:


GARY SMITH


Manager, Ministry of Environment
Lands and Parks or his Authorized
Representative

Neil J. Peters, P.Eng.
Regional Water Manager

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. 1979, c. 116, 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 3 of 8 Pages

Enter the Required Information in the Same Order as the Information Must Appear on the Freehold Transfer Form, Mortgage Form or General Instrument Part I.

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

FIRSTLY: PID 006-291-830

Lot 25 Except: Firstly: Parcel "A" (Reference Plan 17010); Secondly: Parcel "B" (Explanatory Plan 22697); Thirdly: Part Road on Plan 83150; Fourthly Part Subdivided by Plan LMP 36501; Sections 16, 20 and 21 Township 39 NWD Plan 3350

SECONDLY: PID NPA

Lot 4 Sections 16, 20 and 21 Township 29 NWD Plan LMP 36501

Page 4 of 9 pages

GENERAL INSTRUMENT - PART II

COVENANT AGREEMENT

THIS AGREEMENT MADE THIS 25th DAY OF AUGUST, 1997.

BETWEEN:

CHRISTOPHER KIT WONG, Medical Practitioner, of 1445 Harbour Drive, Coquitlam, B.C. V3J 5V3,
and
FORTUNE HOLDINGS LTD., Body Corporate (Inc. #48489), of 903-865 Hornby Street, Vancouver,
B.C. V6Z 2G3

(hereinafter together called the "Grantor")

AND:

OF THE FIRST PART;

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as
represented by the Minister of Environment, Lands and Parks, Parliament Buildings, Victoria, British
Columbia, V8V 1X5;

(hereinafter called the "Grantee")

AND:

OF THE SECOND PART;

VILLAGE OF ANMORE, 2679 Sunnyside Road, RR#1 Anmore, B.C. V3H 3C8

(hereinafter called the "Village of Anmore")

OF THE THIRD PART;

WHEREAS:

A. The Grantor is the registered owner in fee simple of the following lands in the Province of British
Columbia and described as:

FIRSTLY: PID 006-291-830

Lot 25 Except: Firstly: Parcel "A" (Reference Plan 17010); Secondly: Parcel "B"
(Explanatory Plan 22697); Thirdly: Part Road on Plan 83150; Fourthly Part Subdivided
by Plan LMP 36501; Sections 16, 20 and 21 Township 39 NWD Plan 3350

SECONDLY: PID NPA

Lot 4 Sections 16, 20 and 21 Township 29 NWD Plan LMP 36501

(hereinafter called the "Lands")

AND WHEREAS in order to arrange for the approval of the subdivision plan (the "Subdivision Plan")
to create the Lands, a Covenant under Section 215 of the *Land Title Act* is required as a condition of the

Page 5 of 9 pages

consent to approval of the subdivision by the Minister Responsible for Environment, Lands under Section 82 of the Land Title Act;

AND WHEREAS Section 215 of the *Land Title Act* provides that there may be registered as a charge against the title to any land a covenant in favour of the Grantee that land is to be used in a particular manner or that land is not to be subdivided except in accordance with the covenant;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of \$1.00 of lawful money of Canada and other good and valuable consideration paid by the Grantee to the Grantor, the receipt of which is hereby acknowledged, the Grantor does hereby covenant and agree with the Grantee under Section 216 of the *Land Title Act* of the Province of British Columbia as follows:

1. The Grantor is aware of and, on behalf of himself and his heirs, executors, administrators, successors and assigns, hereby acknowledges that there is a potential flood danger to the Lands.
2. The Grantor, on behalf of himself and his heirs, executors, administrators, successors and assigns, hereby covenants and agrees with the Grantee, as a covenant in favour of the Grantee pursuant to Section 215 of the *Land Title Act*, it being the intention and agreement of the Grantor that the provisions hereof be annexed to and run with and be a charge upon the Lots, that from and after the date hereof:
 - a) no building, mobile home or unit, or modular home or structure shall be constructed, reconstructed, moved, extended or located within fifteen (15.0) metres of the natural boundary of tributary to Mossom Creek;
 - b) no area used for habitation shall be located within any building, mobile home or unit, or modular home or structure at an elevation such that the underside of the wooden floor system or top of concrete slab is less than one point five (1.5) metres above the natural boundary of tributary to Mossom Creek.

In this agreement "area for habitation" means any room or space within a building or structure which is or may be used for human occupancy, commercial sales, business or storage of goods.

In the case of a mobile home or unit, the ground level or top of concrete or asphalt pad on which it is located shall be no lower than the above-described elevations.

3. The required elevation may be achieved by structural elevation of the said habitable area or adequately compacted landfill or by a combination of both structural elevation and landfill. No area below the required elevations shall be used for the installation of furnaces or other fixed equipment damageable by floodwater. Where landfill is used to raise the natural ground elevation, the toe of the landfill slope shall be no closer to the natural boundary than the setback requirement given in Paragraph 1 above. The face of the landfill slope shall be adequately protected against erosion from flood flows.
4. The Grantor, on behalf of himself and his heirs, executors, administrators, successors and assigns, acknowledges that the Province of British Columbia and the Village of Anmore do not represent to the Grantor nor any other person that any building, modular home, mobile home or unit,

Page 6 of 9 pages

improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lands will not be damaged by flooding or erosion and the Grantor, on behalf of himself and his heirs, executors, administrators, successors and assigns, with full knowledge of the potential flood or erosion danger and in consideration of the approvals given by the First Grantee hereby:

- a) agrees to indemnify and to save harmless the Province of British Columbia and the Village of Anmore and their employees, servants or agents from all loss, damage, costs, actions, suits, debts, accounts, claims and demands which the Province of British Columbia and the Village of Anmore 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 covenants or agreement on the part of the Grantor 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 flooding, erosion or some such similar cause; and
 - b) does remise, release and forever discharge the Province of British Columbia and the Village of Anmore and their employees, servants or agents from all manner of actions, cause of actions, suits, debts, accounts, covenants, contracts, claims and demands which the Grantor or any of his heirs, executors, administrators, successors and assigns may have against the Province of British Columbia and the Village of Anmore and their employees, servants or agents for and by reason of 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 flooding, erosion or some such similar cause.
5. Subject to the provisions of the *Land Title Act*, the Grantor's covenants contained in this Agreement shall burden and run with the Lands, shall enure to the benefit and be binding upon the Grantor, his heirs, executors, administrators, successors and assigns and the Grantee and its successors and assigns.
 6. Nothing in this Agreement shall prejudice or affect the rights, powers and remedies of the Province of British Columbia and the Village of Anmore in relation to the Grantor, including his 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 Province of British Columbia and the Village of Anmore as if this Agreement had not been made by the parties.
 7. The Grantor will do or cause to be done at his expense all acts reasonably necessary for the Grantor to gain priority for this Agreement over all liens, charges and encumbrances which are or may be registered against the Lands save and except those in favour of the Province of British Columbia and the Village of Anmore and those specifically approved in writing by the Grantor.
 8. The parties agree that this Agreement shall not be modified or discharged except in accordance with the provisions of Section 215(5) of the *Land Title Act*.

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9. The Grantor 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.
10. a) The Grantor or any of his heirs, executors, administrators, successors 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, which notice shall be received by that person prior to such disposition.
b) For the purposes of this paragraph the word "dispose" shall have the meaning given to it under Section 29 of the *Interpretation Act, R.S.B.C. 1979, c. 206*.
11. Wherever 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.
12. 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.
13. This Agreement shall be interpreted according to the laws of the Province of British Columbia.
14. 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.
15. Every reference to the Minister of Environment, Lands and Parks, the Deputy Minister of Environment and any person designated by him may act for or on his behalf with respect to any of the provisions of this Agreement.

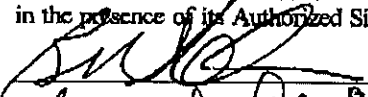
IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

Signed, Sealed and Delivered by the Grantor
Christopher Kit Wong in the presence of:

DAVID R. WAY,
Barrister and Solicitor
302 - 580 Lougheed Hwy.,
Coquitlam, B.C.
V3K 3S3


Christopher Kit Wong

Executed by the Covenantor
FORTUNE HOLDINGS LTD.
in the presence of its Authorized Signatories:


GAN DIT CHU
GAN DIT CHU

8 9
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Signed on behalf of Her Majesty the
Queen in Right of the Province of
British Columbia as represented in right
of the Province of British Columbia
Environment

Linda Brandon
Witness:

LINDA BRANDON, Commissioner for
Land and Parks for British Columbia
10470 - 162 Street
Surrey BC V3R 0R3

Title or Occupation

Nell J. Peters
Regional Manager, Ministry of
Lands and Parks or his Authorized
Representative
Nell J. Peters, P.Eng.
Regional Water Manager

■ ■ ■

This the instrument creating the condition of the Covenant pursuant to Section 215 of the *Land Title Act*
by the Grantor referred to herein and shown on the print of the Subdivision Plan initialled by me.

~~DELETE~~
Approving Officer

W7241/DRWcov
11.08.97

9 9
Page 8 of 8 pages**MEMORANDUM AS TO INTEREST**

Mortgage No. AD174043 registered against the Lands at the New Westminster Land Title Office is herein called the "Interest".

CONSENT TO PRIORITY

The undersigned, being the holder of the Interest referred to in the memorandum above written, hereby joins in and consents to the granting of this Covenant and hereby covenants that this Covenant shall bind the Interest in the Lands and shall rank in priority upon the Lands over the Interest as if the Covenant had been registered prior to the Interest.

Dated at Burnaby, British Columbia this 5th day of September, 1997.

Officer Signature:


Signature

DAVID R. WAY,
Barrister & Solicitor
302 - 666 Lougheed Hwy.,
Coquitlam, B.C.
V3K 9S9

Address

Occupation

BANK OF MONTREAL
by its Authorized Signatories:


GARY SMITH

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. 1979, c. 116, to take affidavits for use in British Columbia and certifies the matters set out in Part 6 of the Land Title Act as they pertain to the execution of this instrument W7241/dw

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

END OF DOCUMENT