

NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT
FORM C (Section 233) CHARGE

Jul-30-2014 10:02:55.001

CA3871462

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.

Zachary John
Blanche
IX3QAV

Digitally signed by Zachary John
Blanche IX3QAV
DN: c=CA, cn=Zachary John Blanche
IX3QAV, o=Lawyer, ou=Verify ID at
www.juricert.com/LKUP.cfm?
id=IX3QAV
Date: 2014.07.30 09:55:14 -0700'

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)
DONALD A. GIDDINGS LAW CORPORATION
1164 Main Street, PO Box 2016

Smithers

BC V0J 2N0

Phone: (250) 877-0011

Document Fees: \$73.50

STC Fees: \$10.40

Deduct LTSA Fees? Yes [checked]

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

SEE SCHEDULE

STC? YES []

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION
Covenant Section 219 Covenant

4. TERMS: Part 2 of this instrument consists of (select one only)
(a) [] Filed Standard Charge Terms D.F. No. (b) [checked] 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):
SMITHERS COMMUNITY SERVICES ASSOCIATION (INCORPORATION NO. S10532)

6. TRANSFEREE(S): (including postal address(es) and postal code(s))
BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION
SUITE 1701-4555 KINGSWAY
BURNABY BRITISH COLUMBIA
V5H 4V8 CANADA

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)

Zachary John Blanche
Barrister & Solicitor
P.O. Box 2016
Smithers, B.C.
V0J 2N0

Table with 3 columns: Y, M, D for Execution Date.

Smithers Community Services
Association (Incorporation No.
S10532), by its authorized signatory
Cathryn Olmstead

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

British Columbia Housing Management
Commision, 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

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

029-343-771 **PARCEL B (BEING A CONSOLIDATION OF LOTS 36 AND 37, SEE CA3821776)
BLOCK 94 DISTRICT LOT 865 RANGE 5 COAST DISTRICT PLAN PRP 1054**

STC? YES

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

STC? YES

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

STC? YES

TERMS OF INSTRUMENT - PART 2
SECTION 219 COVENANT

THIS AGREEMENT made as of the 15th day of July, 2014.

BETWEEN: **SMITHERS COMMUNITY SERVICES ASSOCIATION,**
INCORPORATION. NO. S10532, having its offices at 3815B
Railway Avenue, Smithers, BC V0J 2N0

(the "Owner")

AND: **BRITISH COLUMBIA HOUSING MANAGEMENT**
COMMISSION, a Crown Corporation having its offices at
Suite 1701 - 4555 Kingsway, Burnaby BC V5H 4V8

(the "BCHMC")

WHEREAS:

- A. The Owner is the registered owner of the property (the "Lands") situated, lying and being in the Municipality of the Town of Smithers, in the Province of British Columbia, described in Item 2 of Form C to which this Terms of Instrument (the "Agreement") is attached;
- B. Section 219 of the *Land Title Act*, R.S.B.C. 1996, c.250, and amendments thereto (the "*Land Title Act*"), states that a covenant in favour of a Crown Corporation may be registered as a charge against the title to land and is enforceable against the covenantor and its successors in title even if the covenant is not annexed to land owned by the Crown Corporation;
- C. The Owner wishes to develop the Lands and construct on the Lands three or more Dwelling Units (the "Development") with all Dwelling Units being held for Rental Purposes and owned by the Owner;
- D. It is a condition of the *Homeowner Protection Act*, S.B.C. 1998, c.31 and amendments thereto (the "Act"), and the Regulations (the "Regulations") made pursuant to the Act, that the Owner, to be exempt from certain provisions of the Act, must register this covenant against the Lands and Development;

- E. The Owner has agreed to grant this Agreement, which charges the Development and Lands;

NOW THEREFORE, pursuant to Section 219 of the *Land Title Act* and in consideration of One Dollar (\$1.00) now paid by the BCMHC to the Owner, the receipt and sufficiency of which is hereby acknowledged, and of the premises herein contained, the parties covenant and agree as follows:

1. In this Agreement, the terms and words used, the first letters of which are capitalized, have the meanings set out in the Act and Regulations, unless specifically defined in this Agreement.
2. The Owner, for itself and its successors and assigns, covenants and agrees with BCMHC, as a covenant running with the Lands, that the Owner will not:
 - (a) sell or otherwise dispose of any Dwelling Unit in the Development to be constructed on the Lands for a period of 10 years from the date that any of the Dwelling Units in the Development constructed on the Lands are first occupied, except together with all Dwelling Units in the Development constructed on the Lands;
 - (b) subdivide the Lands in such a way that all of the Dwelling Units are no longer on the same parcel of land for a period of 10 years from the date that the first Dwelling Unit in the Development constructed on the Lands is first occupied;
 - (c) during the 10-year period set out in paragraph 2(a), use the Dwelling Units in the Development constructed on the Lands, or allow them to be used, except for Rental Purposes.
3. Nothing contained in or implied by this Agreement shall prejudice or affect the rights and powers of the BCMHC in the exercise of its functions under the Act, the Regulations, or any public or private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands and Development as if this Agreement had not been executed and delivered by the Owner.
4. The Owner hereby agrees to indemnify and save harmless the BCMHC, and its appointed directors, officials, officers, employees, and agents from and against any loss, damage, debts, claims, liabilities, obligations, costs (including solicitor and own client costs incurred by the BCMHC in the enforcement of the Owner's obligations under this Agreement) or causes of action which the BCMHC and its appointed directors, officials, officers, employees and agents, or any of them, may suffer, incur, or be put arising whether directly or indirectly, out of a breach of any covenant or condition of this Agreement by the Owner or its directors, officers, employees, or agents, or any other person for whom it is legally responsible.

5. The Owner agrees to cause the registrable interest in the Lands expressly agreed to be granted pursuant to this Agreement to be registered in the Land Title Office as a first registered charge against the Lands, save only for:
 - (a) any reservations, liens, charges or encumbrances contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
 - (b) any non-financial easements and restrictive covenants in favour of third parties over which, in the sole opinion of the Chief Executive Officer of the BCMHC, priority for this Agreement is not required.
6. If the Land Title Office rejects the registration of this Agreement, then the parties will re-execute and the Owner will re-register the same in a form and style acceptable to the Land Title Office.
7. The Owner represents and warrants to and covenants and agrees with the BCMHC that:
 - (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands and Development with the interest in land created hereby;
 - (b) upon execution and delivery of this Agreement and registration therefor, the interest in land created hereby will encumber all legal and beneficial interests in the title to the Lands and Development;
 - (c) this Agreement will be fully and completely binding on the Owner in accordance with the terms hereto and the Owner will perform all of its obligations under this Agreement in accordance with the terms hereof; and
 - (d) the foregoing representations, warranties, covenants and agreements will have force and effect notwithstanding any knowledge on the part of the BCMHC, whether actual or constructive, concerning the status of the Owner, the Development or the Lands, or any other matter.
8. In any action or proceeding concerning this Agreement, including any application seeking the specific performance of the Owner's obligations under this Agreement, the BCMHC will be entitled to be indemnified for its costs on a solicitor-and-own-client basis.
9. The Owner agrees that damages are not an adequate remedy for the BCMHC for any breach by the Owner of its obligations under this Agreement and that the BCMHC is entitled to an order for specific performance or a prohibitory or mandatory injunction to compel performance of the Owner's obligations.

10. The parties to this Agreement will do the things and execute the documents as may reasonably be necessary to perfect the intention of the Agreement as prescribed by the Act and Regulations.
11. All obligations and covenants in this Agreement are severable, so that if any are held or declared by a court of competent jurisdiction to be void or unenforceable, the balance of the obligations and covenants will remain and be binding.
12. No alleged waiver of any breach of this Agreement is effective unless it is an express and specific waiver in writing, which will not operate as a waiver of any other breach of this Agreement.
13. The covenants set forth in this Agreement shall charge the Lands pursuant to Section 219 of the *Land Title Act* and shall be covenants, the burden of which shall run with the Lands. It is further expressly agreed that the benefit of all covenants made by the Owner herein shall accrue solely to the BCMHC and that this Agreement may only be modified or discharged by agreement of the BCMHC, pursuant to the provisions of Section 219(9) of the *Land Title Act*. If requested by the Owner following the expiration of the 10-year period set out in Section 2, or if the Owner submits to the BCMHC evidence of home warranty coverage as required under the Act, such evidence to be in a form acceptable to BCMHC, the BCMHC will execute and deliver a registrable release of the covenants set forth in this Agreement but the owner shall bear the preparation and registration costs.
14. Notwithstanding anything in this Agreement, the Owner shall not be liable under any of the covenants and agreements contained herein where such liability arises after the Owner ceases to have any further interest in the Lands.
15. Wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic where the context of the parties so requires.
16. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
17. IN WITNESS WHEREOF the parties have executed this Agreement on Form C, to which this Agreement is attached and which forms a part of this Agreement, effective as of the date first above written.

END OF DOCUMENT