

LAND TITLE ACT  
**FORM C**  
 (Section 219.81)  
 PROVINCE OF  
 BRITISH COLUMBIA

96MR-013-214

RECEIVED  
 LAND TITLE OFFICE  
 NELSON

XK006424

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**GENERAL INSTRUMENT - PART 1** (This area for Land Title Office use) Page 1 of 4 pages

1. APPLICATION: (Name, address, phone number & signature of applicant, applicant's solicitor or agent)  
 COLUMERE PARK DEVELOPMENTS LTD.

Box 120, Fairmont Hot Springs, B.C. V0B 1L0 (604)345-6673 *DAVE RAE* PRESIDENT

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND: \*  
 (P.I.D.) (LEGAL DESCRIPTION)  
 See Schedule

3. NATURE OF INTEREST: \*

DESCRIPTION	DOCUMENT REFERENCE (Page and Paragraph)	PERSON ENTITLED TO INTEREST
Equitable Charge	Entire Document	Transferee

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

- (a)  Filled Standard Charge Terms  D.F. No.  
 (b)  Express Charge Terms  Annexed ~~340126~~ A6164a CHARGE 50.00  
 (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): \*  
 COLUMERE PARK DEVELOPMENTS LTD. (Inc. # A-35852)

6. TRANSFEREE(S): (Including postal address(es) and postal code(s)) \*  
 Columbia Ridge Community Association (Inc. # S-34430), a British Columbia Society, 4606 Columbia View, Box 120, Fairmont Hot Springs, B.C. V0B 1L0

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.

EXECUTION DATE

Officer Signature(s)

Y M D

Party(ies) Signature(s)

*[Signature]*  
 MICHAEL NASMYTH  
 BARRISTER & SOLICITOR  
 105 - 465 WARD ST.  
 NELSON, B.C.  
 V1L 1S7  
 352-3171

96 3 1

COLUMERE PARK  
 DEVELOPMENTS LTD. by its  
 authorized signatory

*[Signature]*  
 DAVID B. RAE

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" attached schedule in Form E.
- \*\* If space insufficient, continue executions on additional page(s) in Form D.

*[Handwritten notes]*

*[Handwritten notes]*

*[Handwritten notes]*

LAND TITLE ACT  
FORM E

**SCHEDULE**

Page 2 of 4

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  
(P.I.D.) (Legal Description)  
014-373-084 Lot 3, District Lot 139,  
Kootenay District, Plan 7078

and

016-356-047 Parcel A (Reference Plan 40380D),  
District Lot 139, Kootenay District

WITNESSETH that in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the parties hereto), the parties agree as follows:

1. In this Part 2:
  - (a) "Building Scheme" means the statutory building scheme to which the Lots are subject;
  - (b) "By-laws" mean the by-laws from time to time of the Society;
  - (c) "Lots" means the real property described in item 2 of Part 1 and any part into which such Lots may be subdivided;
  - (d) "Owner" means the Transferor described in item 5 of Part 1;
  - (e) "Restrictions" means the restrictions in the Schedule of Restrictions to the Declaration of the Building Scheme; and
  - (f) "Society" means the Transferee described in item 6 of Part 1.
2. The Owner hereby acknowledges that:
  - (a) The Lots are subject to the Restrictions; and
  - (b) Pursuant to the Restrictions, the Society may expend monies which are recoverable from the Owner.
3. The Owner also hereby acknowledges that:
  - (a) By virtue of the Owner's ownership of the Lots, the Owner is a member of the Society; and
  - (b) Pursuant to the By-laws, the Owner may become indebted to the Society.
4. The Owner hereby charges the Lots with full payment to the Society of:
  - (a) All costs and expenses incurred by the Society (including labour and material costs) in enforcing the Restrictions in respect of the Lots from time to time; and
  - (b) All other monies which may become owing by the Owner to the Society;

together with:

- (c) Interest thereon at the rate of five percent (5% per annum above the annual prime leading rate from time to time of the Society's bank commencing as of the date for demand for payment and continuing until payment in full; and
  - (d) Costs as described in Section 7.
5. All demands for payment shall include an itemized invoice, shall be delivered or mailed to the current registered owner or owners of the Lots at such owner's address shown on the title to the land in the Land Titles Office and shall be deemed to be made upon the day of delivery or two days following posting.
6. This equitable charge shall be enforceable by appointment of a receiver for or by a sale of the Lots or both.
7. In any action to enforce this equitable charge, the Society shall be entitled to court costs on a solicitor/client basis.
8. If, pursuant to the Restrictions, another society is designated to replace the Society, the Society shall promptly transfer this equitable charge to such designated society, in registerable form.
9. This equitable charge shall enure to the benefit of and be binding upon:
- (a) The Society and its successors and assigns; and
  - (b) The Owner for so long as the Owner retains any registered interest in the Lots;
- and shall run with the Lots and enure to the benefit of and be binding upon the Owner's successors in title to the Lots and their respective heirs, executors, administrators, trustees and successors.
10. This equitable charge shall be automatically subordinated to any first mortgage registered against the title to the Lots from time to time, and all advances thereunder and the Society shall provide such further assurances in that regard as the Owner, the Owner's successors in title or the holder of such mortgage may reasonably require.

**\*\*END OF DOCUMENT\*\***