



Gambier Island Local Trust Committee

Regular Meeting Addendum

Date: November 26, 2024
Time: 10:00 am
Location: Electronic Meeting

Pages**8. APPLICATIONS AND REFERRALS**

10:50 AM - 11:20 AM

8.3 GM-LTC-2024-11-26_GM-SUB-2022.2_Covenant-Signature-Request**2 - 22**

DATE: November 26, 2024

TO: Gambier Island Local Trust Committee

FROM: Margot Thomaidis, Planner 2
Northern Team

COPY: Renée Jamurat, Regional Planning Manager

SUBJECT: Resolution to sign Section 219 covenants
Applicant: Jim Green (Ventureland Management Ltd.)
Location: PIDs 015-980-324 & 027-998-967

RECOMMENDATION

1. That the Gambier Island Local Trust Committee accept the covenants under Section 219 of the *Land Title Act* from the registered owners of PIDs 015-980-324 and 027-998-967 and designate the Chair of the Gambier Island Local Trust Committee to sign the covenants for GM-SUB-2022.2.

REPORT SUMMARY

The purpose of the report is to provide the Gambier Island Local Trust Committee (LTC) with the two Section 219 covenants required as a condition of the subdivision application. A resolution is required to authorize the Chair of the Gambier LTC to sign the two covenants.

BACKGROUND

The subject properties are 33.05 hectares (81.7 acres) and 12.6 hectares (31.1 acres) respectively in area and zoned Rural Residential (RR) and Site Specific Local Service (S2(a)). The property owners brought forward a subdivision application that would create:

- 11 residential lots zoned Rural Residential (RR) as follows: Lot 'A' – 2.68 hectares, Lot 'B' – 2.37 hectares, Lot 'C' – 2.64 hectares, Lot 'D' – 2.60 hectares, Lot 'E' – 2.78 hectares, Lot 'F' – 5.85 hectares, Lot 'G' – 6.48 hectares, Lot 'H' – 4.83 hectares, Lot 'I' – 8.74 hectares, Lot 'J' – 2.96 hectares, and Lot 'K' – 2.16 hectares; and
- Lot 'L' – 0.176 ha ('Community Lot'), zoned S2(a) providing Fire Protection Facilities as well as ramp access to a shared neighbourhood dock.

An application for subdivision was received by the Islands Trust and staff provided comments and conditions to the Ministry of Transportation and Infrastructure in January 2023 (GM-SUB-2022.2 – see plan of subdivision in Attachment 3).

No Further Subdivision Covenant – Condition of Subdivision

One of the conditions of the subdivision is for the applicant to grant registration of a Section 219 covenant complying with Subsection 8.3(1) of the Gambier Island Land Use Bylaw (LUB).

A Section 219 covenant is a charge secured against a property title in favour of the land use authority (the LTC) to impose a positive or negative obligation on the property owner, as per the provisions of Section 219 of the Land Title Act.

Subsection 8.3(1) of the LUB requires the registration of a covenant to prohibit the further subdivision of Lot ‘L’ and Lot ‘I’.

No Private Docks Covenant – Condition of Subdivision

Another condition of the subdivision is for the applicant to grant registration of a Section 219 covenant complying with Subsection 5.16(5) of the LUB, limiting the number of private docks on any parcels benefitting from the neighbourhood dock adjacent to Lot ‘L’. This includes Lots ‘A’, ‘B’, ‘C’, ‘D’, ‘E’, ‘F’, and ‘K’.

Next Steps

The Islands Trust’s Section 219 covenant templates were provided to the applicant’s legal council. The covenants are Attachments 1 and 2.

Staff reviewed both covenants and the next step is for the Chair to sign the documents. The Chair of the LTC can only be authorized to sign the covenants by resolution from the LTC.

Recommendation

Staff is recommending that the recommendation on page 1 be supported for the following reasons:

- Registering the two covenants will satisfy the conditions of the subdivision application, and also the regulations in the Gambier Island LUB.

ALTERNATIVES

1. Request further information

The LTC may request further information prior to making a decision. If selecting this alternative, the LTC should describe the specific information needed and the rationale for this request.

Recommended wording for the resolution is as follows:

That the Gambier Island Local Trust Committee request further information regarding...

Submitted By:	Margot Thomaidis, Planner 2	November 8, 2024
Concurrence:	Renée Jamurat, Regional Planning Manager	November 21, 2024

ATTACHMENTS

1. No Further Subdivision draft covenant
2. No Private Docks draft covenant
3. Proposed Plan of Subdivision dated June 18, 2024



1. Application

Ostrosky Law Corporation Barrister & Solicitor
201 1001 Gibsons Way
Gibsons BC V0N 1V8
6048865361

PICACOM001

MOTI FILE NO. 2022-03343

2. Description of Land

PID/Plan Number	Legal Description
EPP136756	LOT I DISTRICT LOT 477 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP136756
EPP136756	LOT L DISTRICT LOT 477 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP136756

3. Nature of Interest

Type	Number	Additional Information
COVENANT		
PRIORITY AGREEMENT		Granting Covenant 1 priority over Mortgage CA9978765 and Assignment of Rents CA9978766
PRIORITY AGREEMENT		Granting Covenant 1 priority over Mortgage CA9978994 and Assignment of Rents CA9978995

4. Terms

Part 2 of this instrument consists of:
(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

PICANTE COMMUNITY HOLDINGS CORP.

SUNSHINE COAST CREDIT UNION, AS TO THE PRIORITY AGREEMENT

BARRY CHARLES HOLDINGS LTD., AS TO THE PRIORITY AGREEMENT

CANADIAN WESTERN TRUST COMPANY, IN TRUST, SEE CA9375274, AS TO THE PRIORITY AGREEMENT

6. Transferee(s)

GAMBIER ISLAND LOCAL TRUST COMMITTEE
700 NORTH ROAD
GABRIOLA ISLAND BC V0R 1X3

7. Additional or Modified Terms



8. Execution(s)

This instrument creates, assigns, modifies, enlarges 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.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

**PICANTE COMMUNITY HOLDINGS
CORP.**

By their Authorized Signatory

Print Name:

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.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

**GAMBIER ISLAND LOCAL TRUST
COMMITTEE**

By their Authorized Signatory

Print name:

Officer Certification

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Witnessing Officer Signature

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

This is an instrument required by the
Approving Officer for subdivision Plan
EPP136756 creating the condition or
covenant entered into under s.219 of
the Land Title Act
Provincial Approving Officer

Officer Certification

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Witnessing Officer Signature

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

SUNSHINE COAST CREDIT UNION
By their Authorized Signatory

PRINT NAME

Officer Certification

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Witnessing Officer Signature

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

BARRY CHARLES HOLDINGS LTD.
By their Authorized Signatory

print name:

Officer Certification

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Witnessing Officer Signature

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

**CANADIAN WESTERN TRUST
COMPANY, IN TRUST, SEE CA9375274**
By their Authorized Signatory

PRINT NAME:

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.

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

TERMS OF INSTRUMENT – PART 2

THIS AGREEMENT is dated for reference November 1, 2024.

BETWEEN:

PICANTE COMMUNITY HOLDINGS CORP.

1486 East Pender
Vancouver BC V5L 1V8

(Hereafter called the “Transferor”)

AND:

GAMBIER ISLAND LOCAL TRUST COMMITTEE, a Corporation under the *Islands Trust Act*,
R.S.B.C. 1996, c.239, with an office at 700 North Road, Gabriola Island, B.C. V0R 1X3

(Hereafter called the “Transferee”)

OF THE SECOND PART

WHEREAS:

- A. The Transferor is the registered owner in fee simple of that certain parcel of land and premises, situate, lying and being on Gambier Island, in the Province of British Columbia, and more particularly known and described as:
- LOT I DISTRICT LOT 477 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP136756
and
LOT L DISTRICT LOT 477 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP136756
- (together referred to as the “Land”):
- B. Section 219 of the Land Title Act provides, inter alia, that there may be registered as a charge against the title to the Lands, a covenant, whether of a negative or positive nature, in respect of the use of the land or the use of a building on or to be erected on land, in favour of the Gambier Island Local Trust Committee.
- C. The Transferor has agreed to register a covenant in favour of the Transferee that will be registered against the title of restricting the further subdivision of the Land.

NOW THEREFORE THIS AGREEMENT WITNESSES 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 of which is hereby acknowledged by the Transferee), the parties hereto agree and covenant with each other as follows:

1. In this Agreement, “Transferor” shall mean the registered owner of the Lands, his heirs, executors, successors and assigns.
2. In the absence of any densities being transferred to the Land by amendment to the Gambier Island Land Use Bylaw No. 86, 2004, the Land may not be further subdivided without the express written consent of the Transferee.
3. In the event that further densities being transferred to the Land by amendment to the Gambier Island Land Use Bylaw No. 86, 2004, and provided that all applicable legislation respecting

- the subdivision of the Land is satisfied, the Land may be further subdivided to the extent of the densities that are transferred pursuant to the said Bylaw.
4. Nothing herein shall prevent the Transferee from dedicating parkland or registering boundary adjustments with respect to the Land that is the subject of this Covenant.
 5. The Terms, conditions, covenants and other provisions of this Covenant will extend to, be binding upon and ensure to the benefit of the parties to this Covenant and their respective successors and assigns.
 6. The Transferor agrees to do everything necessary at the Transferor's expense to register this Agreement against the title of the Lands, with priority over all financial charges, liens and encumbrances.
 7. In this Covenant, unless the context otherwise requires, the singular includes the plural and vice versa.
 8. This Covenant will be interpreted according to the laws of the Province of British Columbia.
 9. Where there is a reference to an enactment in this Covenant, the reference will include any subsequent enactment of the Province of British Columbia of the effect and all enactments referred to are enactments of the Province of British Columbia.
 10. If any part of this Covenant is found to be illegal or unenforceable, that part will be considered separate and severable and the remaining parts will not be affected thereby and will be enforceable to the fullest extent permitted by law.
 11. It is understood and agreed that the Transferee shall have no responsibility for enforcement of the terms of this Agreement which at all times shall remain the responsibility of the Transferor, his heirs, successors in title, administrators and assigns.
 12. This Covenant runs with the Lands and will be registered as a charge against the title to the Lands under Section 219 of the Land Title Act.
 13. Nothing contained or implied by this Agreement will prejudice or affect the rights, powers and remedies of the Transferee in the exercise of the Transferee's functions under any public or private statutes, regulations, bylaws or in equity, all of which may be fully and effectively exercised by the Transferee in relation to the Transferor or the Lands as if this Agreement had not been made.
 14. 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 Agreement.
 15. This Agreement will not be modified or discharged except in accordance with the provisions of Section 219(5) of the Land Title Act.

IN WITNESS WHEREOF the parties hereto have executed these presents by executing the Form C under the Land Title Act to which these presents are attached and form part of.

Memorandum as to Encumbrances, Liens and Interests
Mortgage No. CA9978765 and Assignment of Rents CA9978766
Consent to Priority

SUNSHINE COAST CREDIT UNION, being the holder of the encumbrance and entitled to the interests referred to in the memorandum above written, hereby approves of and grants a priority agreement in consideration of \$1.00 and consents to the granting of the within Section 219 Covenant and does covenant and agree that the same shall be binding upon their interest in or charges upon the said lands and shall be encumbrance upon the said lands prior to the above noted Mortgage No. CA9978765 and Assignment of Rents CA9978766 in the same manner and to the said effect as if it has been dated and registered prior to the said Mortgage No. CA9978765 and Assignment of Rents CA9978766.

In witness whereof, SUNSHINE COAST CREDIT UNION hereby acknowledges that this agreement has been duly executed and delivered by executing the Form C attached hereto.

Memorandum as to Encumbrances, Liens and Interests
Mortgage No. CA9978994 and Assignment of Rents CA9978995
Consent to Priority

BARRY CHARLES HOLDINGS LTD. being the holder of the encumbrance and entitled to the interests referred to in the memorandum above written, hereby approves of and grants a priority agreement in consideration of \$1.00 and consents to the granting of the within Section 219 Covenant and does covenant and agree that the same shall be binding upon their interest in or charges upon the said lands and shall be encumbrance upon the said lands prior to the above noted Mortgage No. CA9978994 and Assignment of Rents CA9978995 In the same manner and to the said effect as if it has been dated and registered prior to the said Mortgage No. CA9978994 and Assignment of Rents CA9978995

In witness whereof, BARRY CHARLES HOLDINGS LTD. hereby acknowledges that this agreement has been duly executed and delivered by executing the Form C attached hereto.

Memorandum as to Encumbrances, Liens and Interests
Mortgage No. CA9978994 and Assignment of Rents CA9978995
Consent to Priority

BARRY CHARLES HOLDINGS LTD. and CANADIAN WESTERN TRUST COMPANY INCORPORATION NO. A46845 IN TRUST, SEE CA9375274, being the holder of the encumbrance and entitled to the interests referred to in the memorandum above written, hereby approves of and grants a priority agreement in consideration of \$1.00 and consents to the granting of the within Section 219 Covenant and does covenant and agree that the same shall be binding upon their interest in or charges upon the said lands and shall be encumbrance upon the said lands prior to the above noted Mortgage No. CA9978994 and Assignment of Rents CA9978995 In the same manner and to the said effect as if it has been dated and registered prior to the said Mortgage No. CA9978994 and Assignment of Rents CA9978995

In witness whereof, BARRY CHARLES HOLDINGS LTD. and CANADIAN WESTERN TRUST COMPANY INCORPORATION NO. A46845, IN TRUST, SEE CA9375274, hereby acknowledges that this agreement has been duly executed and delivered by executing the Form C attached hereto.



1. Application

Ostrosky Law Corporation
201-1001 Gibsons Way
Gibsons BC V0N 1V8
6048865361

PICACOM001
MOTI FILE NO. 2022-03343

2. Description of Land

PID/Plan Number	Legal Description
EPP136756	LOT A DISTRICT LOT 477 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP136756
EPP136756	LOT B DISTRICT LOT 477 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP136756
EPP136756	LOT C DISTRICT LOT 477 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP136756
EPP136756	LOT D DISTRICT LOT 477 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP136756
EPP136756	LOT E DISTRICT LOT 477 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP136756
EPP136756	LOT F DISTRICT LOT 477 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP136756
EPP136756	LOT K DISTRICT LOT 477 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP136756

3. Nature of Interest

Type	Number	Additional Information
COVENANT		
PRIORITY AGREEMENT		Granting Covenant 1 priority over Mortgage CA9978765 and Assignment of Rents CA9978766
PRIORITY AGREEMENT		Granting Covenant 1 priority over Mortgage CA9978994 and Assignment of Rents CA9978995

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

PICANTE COMMUNITY HOLDINGS CORP.

SUNSHINE COAST CREDIT UNION, AS TO THE PRIORITY AGREEMENT

BARRY CHARLES HOLDINGS LTD., AS TO THE PRIORITY AGREEMENT

CANADIAN WESTERN TRUST COMPANY, IN TRUST, SEE CA9375274, AS TO THE PRIORITY AGREEMENT

6. Transferee(s)

GAMBIER ISLAND LOCAL TRUST COMMITTEE
700 NORTH ROAD
GABRIOLA ISLAND BC V0R 1X3



7. Additional or Modified Terms

8. Execution(s)

This instrument creates, assigns, modifies, enlarges 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.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

**PICANTE COMMUNITY HOLDINGS
CORP.**
By their Authorized Signatory

Print Name:

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.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

**GAMBIER ISLAND LOCAL TRUST
COMMITTEE**
By their Authorized Signatory

Print name:

Officer Certification

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Witnessing Officer Signature

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

This is an instrument required by the
Approving Officer for subdivision Plan
EPP136756 creating the condition or
covenant entered into under s.219 of
the Land Title Act
PROVINCIAL APPROVING OFFICER

Officer Certification

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Witnessing Officer Signature

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

SUNSHINE COAST CREDIT UNION
By their Authorized Signatory

PRINT NAME:

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.

Witnessing Officer Signature

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

BARRY CHARLES HOLDINGS LTD.
By their Authorized Signatory

PRINT NAME:

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.



Witnessing Officer Signature

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

**CANADIAN WESTERN TRUST
COMPANY, IN TRUST, SEE CA9375274**
By their Authorized Signatory

PRINT NAME:

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.

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

TERMS OF INSTRUMENT – PART 2
SECTION 219 COVENANT – NO DOCK

THIS COVENANT dated for reference the 1st day of November, 2024.

BETWEEN:

PICANTE COMMUNITY HOLDINGS CORP. 1486 EAST PENDER
 VANCOUVER, BC V5L 1V8 (the “Owner”)

AND:

GAMBIER ISLAND LOCAL TRUST COMMITTEE, Suite 200, 1627
 Fort Street, Victoria, B.C. V8R 1H8 (the “Trust Committee”)

WHEREAS:

- A. The Owner is the registered owner in fee simple of those lands (the “Lands”) legally described in Item 2 of the *Land Title Act* Form C which is attached to and forms part of this Covenant;
- B. There is, or will be, a neighbourhood dock attached to that parcel legally described as LOT L DISTRICT LOT 477 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP136756 which neighbourhood dock will provide marine access to the Lands pursuant to Gambier Island Land Use Bylaw No. 86, 2004 (the “Land Use Bylaw”), and the Owner has offered to grant a covenant under Section 219 of the *Land Title Act* to prohibit the construction of a private dock on the Lands;
- C. Section 219 of the Land Title Act of British Columbia permits the registration of a covenant of a negative or positive nature in favour of the Trust Committee, in respect of the use of land, the building on land, the subdivision of land and the preservation of land or a specified amenity on the land;
- D. The Owner wishes to grant and the Trust Committee wishes to accept this Covenant over the Lands restricting the use of the Lands in the manner herein provided;

THIS AGREEMENT is evidence that in consideration of payment of \$2.00 by the Trust Committee to the Owner and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the Owner), the Owner covenants and agrees with the Trust Committee in accordance with Section 219 of the *Land Title Act* as follows:

1. **Definitions** – In this Covenant, the terms “dock” and “neighbourhood dock” have the meaning given to them in the Land Use Bylaw.
2. **Section 219 Covenant** – The Owner shall not construct, install, place, or attach any dock on or to the Lands, and the Owner shall not apply for any building permit for such construction, and the Owner agrees that the Trust Committee may refuse to issue a building permit or any other authorization for any such construction, installation, placement or attachment of a dock on or to the Lands. For clarity, the prohibition contained herein includes all footings, foundations, and other structures associated with the construction, installation, placement or attachment of a dock on or to the Lands.
3. **Bylaw to the Contrary** – This Covenant shall restrict use and building on the Lands in the manner provided herein notwithstanding any right or permission to the contrary contained in any bylaw of the Trust Committee, including the Land Use Bylaw.

4. **Costs** – The Owner will reimburse the Trust Committee for the legal fees incurred by the Trust Committee in relation to the drafting and preparation of this Covenant.
5. **Runs with Lands** – Every obligation and covenant of the Owner in this Covenant constitutes both a contractual obligation and a covenant granted under section 219 of the *Land Title Act* in respect of the Lands. This Covenant burdens and runs with, and binds the successors in title to, the Lands and each and every part into which the Lands may be subdivided or consolidated by any means.
6. **No Public Law Duty** – Where the Trust Committee is required or permitted by this Covenant to form an opinion, exercise its discretion, express satisfaction, make a determination or give its consent, the Trust Committee is under no public law duty of fairness or natural justice in that regard and the Trust Committee may do any of those things in the same manner as if it were a private party and not a public body.
7. **No Obligation to Enforce** – The rights given to the Trust Committee by this Covenant are permissive only and nothing in this Covenant imposes any legal duty of any kind on the Trust Committee to anyone, or obliges the Trust Committee to enforce this Covenant, to perform any act or to incur any expense in respect of this Covenant.
8. **Waiver** – An alleged waiver of any breach of this Covenant is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver of a breach of this Covenant does not operate as a waiver of any other breach or continuing breach of this Covenant.
9. **No Effect on Powers** – This Covenant does not:
 - (a) affect or limit the discretion, rights or powers of the Trust Committee under any enactment;
 - (b) affect or limit any enactment applying to the Lands; or
 - (c) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lands.
10. **Severance** – If any part of this Covenant is for any reason held to be invalid by a decision of a court with the jurisdiction to do so, the invalid portion is to be considered severed from the rest of this Covenant and the decision that it is invalid does not affect the validity of the remainder of this Covenant.
11. **Interpretation** – In this Covenant:
 - (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
 - (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Covenant;
 - (c) the term “enactment” has the meaning given to it under the *Interpretation Act* (British Columbia) on the reference date of this Covenant;
 - (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
 - (e) reference to any enactment is a reference to that enactment as consolidated, revised,

amended, re-enacted or replaced, unless otherwise expressly provided;

- (f) reference to a particular numbered section or article, or to a particular numbered schedule, is a reference to the correspondingly numbered or lettered article, section or schedule of this and any schedules to this Covenant form part of this Covenant; and
 - (g) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".
12. **Further Assurances** – The Owner must do and cause to be done all things and execute all documents and cause to be done all things necessary to give effect to the intention of this Covenant.
 13. **Governing Law** – This Covenant shall be governed by and construed in accordance with the laws of the Province of British Columbia which shall be deemed to be the proper law thereof.
 14. **Enurement** – This Covenant and each and every provision hereof shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, as the case may be.
 15. **Entire Agreement** – This Covenant is the entire agreement between the parties regarding its subject.
 16. **Contract and Deed** – By executing and delivering this Covenant, each of the parties intends to create both a contract and a deed executed and delivered under seal.
 17. **Priority.** The Owner will, at the Owner's expense, do or cause to be done all acts reasonably necessary to register this Covenant against title to the Lands with priority over all financial charges, liens and encumbrances registered, or pending registration, at the time of application for registration of this Covenant against the title to the Lands.

IN WITNESS WHEREOF the parties have executed this Covenant on Forms C to which this Covenant is attached and which form part of this Covenant.

END OF DOCUMENT

Memorandum as to Encumbrances, Liens and Interests
Mortgage No. CA9978765 and Assignment of Rents CA9978766
Consent to Priority

SUNSHINE COAST CREDIT UNION, being the holder of the encumbrance and entitled to the interests referred to in the memorandum above written, hereby approves of and grants a priority agreement in consideration of \$1.00 and consents to the granting of the within Section 219 Covenant and does covenant and agree that the same shall be binding upon their interest in or charges upon the said lands and shall be encumbrance upon the said lands prior to the above noted Mortgage No. CA9978765 and Assignment of Rents CA9978766 in the same manner and to the said effect as if it has been dated and registered prior to the said Mortgage No. CA9978765 and Assignment of Rents CA9978766.

In witness whereof, SUNSHINE COAST CREDIT UNION hereby acknowledges that this agreement has been duly executed and delivered by executing the Form C attached hereto.

Memorandum as to Encumbrances, Liens and Interests
Mortgage No. CA9978994 and Assignment of Rents CA9978995
Consent to Priority

BARRY CHARLES HOLDINGS LTD. and Canadian Western Trust Company, In Trust, being the holder of the encumbrance and entitled to the interests referred to in the memorandum above written, hereby approves of and grants a priority agreement in consideration of \$1.00 and consents to the granting of the within Section 219 Covenant and does covenant and agree that the same shall be binding upon their interest in or charges upon the said lands and shall be encumbrance upon the said lands prior to the above noted Mortgage No. CA9978994 and Assignment of Rents CA9978995 In the same manner and to the said effect as if it has been dated and registered prior to the said Mortgage No. CA9978994 and Assignment of Rents CA9978995

In witness whereof, BARRY CHARLES HOLDINGS LTD. and Canadian Western Trust Company, In Trust, hereby acknowledges that this agreement has been duly executed and delivered by executing the Form C attached hereto.

