

FORM C\_V22 (Charge)

## VICTORIA LAND TITLE OFFICE

LAND TITLE ACT  
FORM C (Section 233) CHARGE

Jul-07-2017 14:26:16.002

CA6129452

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.

Hugh John  
Armstrong  
VIMB6U

Digitally signed by Hugh  
John Armstrong VIMB6U  
Date: 2017.07.07  
14:00:32 -07'00'

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

Hugh J. Armstrong Law Corporation

Lawyer and Notary Public

157 Trunk Road

Duncan

BC V9L 2P1

File No.: G-1215

Telephone: 250.746.4354

Document Fees: \$71.58

STC Fees: \$14.31

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

004-570-553

LOT 2, SECTION 11, RANGE 6, SHAWNIGAN DISTRICT, PLAN 15568, EXCEPT  
PART IN PLAN 17209

STC? YES ☒

3. NATURE OF INTEREST

Covenant

CHARGE NO.

ADDITIONAL INFORMATION

Section 219

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

(a) ☐ Filed Standard Charge Terms D.F. No.

(b) ☒ 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):

GORDON MORRIS HAMILTON

LORI MARANN HAMILTON

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

COWICHAN VALLEY REGIONAL DISTRICT

175 INGRAM STREET

DUNCAN

V9L 1N8

BRITISH COLUMBIA

CANADA

Incorporation No

0

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)

Hugh J. Armstrong

Lawyer and Notary Public

157 Trunk Road

Duncan, BC V9L 2P1

Execution Date		
Y	M	D
17	06	28

Transferor(s) Signature(s)

Gordon Morris Hamilton

Lori Marann Hamilton

## 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.

**Second Dwelling Removal  
COVENANT**

**(SECTION 219 COVENANT)**

**THIS COVENANT** dated for reference the \_\_\_\_ day of June, 2017.

**BETWEEN:**

Gordon Morris Hamilton, Manager, Assisted Living  
Lori Marann Hamilton, Homemaker  
1220 MacDougall Road  
Cobble Hill, BC V0R 1L4

**(the "Grantor")  
OF THE FIRST PART**

**AND:**

**COWICHAN VALLEY REGIONAL DISTRICT**, a regional district incorporated under the British Columbia *Local Government Act* having its offices at 175 Ingram Street, in the City of Duncan, Province of British Columbia, V9L 1N8

**(the "Grantee")  
OF THE SECOND PART**

**WHEREAS:**

- A. The Grantor is the registered owner in fee simple of:
- PID: 004-570-553, Lot 2, Section 11; Range 6, Shawnigan District, Plan 15568,  
Except Part In Plan 17209
- (the "LAND")
- B. The Grantee is the Cowichan Valley Regional District; and
- C. The Grantee has agreed to issue a building permit to the Grantor to permit a new principal dwelling to be constructed on the Land on condition that the Grantor allows this restrictive covenant to be registered on the title to the Land.

**NOW THEREFORE**, in consideration of the premises and the covenants herein contained and for other valuable consideration, receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto covenant and agree with the other as follows:

1. The Grantor undertakes to remove the existing second dwelling or convert the second dwelling to an accessory structure. Accessory structures require a building permit and final inspection as per our building Bylaw. Accessory structures shall not contain dwelling units or sleeping units unless otherwise permitted under CVRD zoning regulations. The \$5000 letter of credit or bond will not be released until one of the above conditions has been met.
2. The Grantor covenants and agrees that a letter of credit or bond in the amount of \$5000 be issued in favour of the Grantee by the applicant for the new dwelling to be forfeited to the Grantee in the event that the other terms of the covenant are not complied with, in which case the Grantee shall use the \$5000 to offset any costs of legal action to obtain compliance.
3. The Grantor covenants and agrees that a maximum time period of two years be allowed for the construction of the dwelling from the date of issuance of the building permit to completion and occupancy of the new principal dwelling.
4. The Grantor covenants and agrees that the Land is not to be subdivided under either the *Land Title Act* or the *Strata Property Act* or any similar or successor legislation, nor shall a strata plan of any type pursuant to the *Strata Property Act*, be registered on the Land, except with the written consent of the Grantee.
5. The Grantor and the Grantee agree that the enforcement of this Agreement shall be entirely within the discretion of the Grantee and that the execution and registration of this covenant against the title to the Land shall not be interpreted as creating any duty on the part of the Grantee to the Grantor or to any other person to enforce any provision or the breach of any provision of this Agreement.
6. Nothing contained or implied herein shall prejudice or affect the rights and powers of the Grantee in the exercise of its functions under any public or private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Land as if the Agreement had not been executed and delivered by the Grantor.
7. It is mutually understood, acknowledged and agreed by the parties hereto that the Grantee has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Grantor other than those contained in this Agreement.
8. This Agreement shall be registered as a first charge against the Land and the Grantor agrees to execute and deliver all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement.
9. The Grantor shall pay the legal fees of the Grantee in connection with the preparation and registration of this Agreement.

10. The Grantor covenants for itself, its heirs, executors, successors in title and assigns that it will, at all times, perform and observe the requirements and conditions contained in the covenant.
11. The restrictions and covenants herein contained shall be covenants running with the Land and shall be perpetual, and shall continue to bind all of the Lands, and shall be registered in the Victoria, Land Title Office pursuant to Section 219 of the *Land Title Act* as covenants in favour of the Grantee as a first charge against the Land.
12. The Agreement shall enure to the benefit of the Grantee and shall be binding upon the parties hereto and their respective heirs, executors, successors and assigns.
13. Wherever the expressions "Grantor" and Grantee" are used herein, they shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require.

**IN WITNESS WHEREOF** the parties hereto hereby acknowledge that this Agreement has been duly executed and delivered by the parties executing Form C and Form D attached hereto.