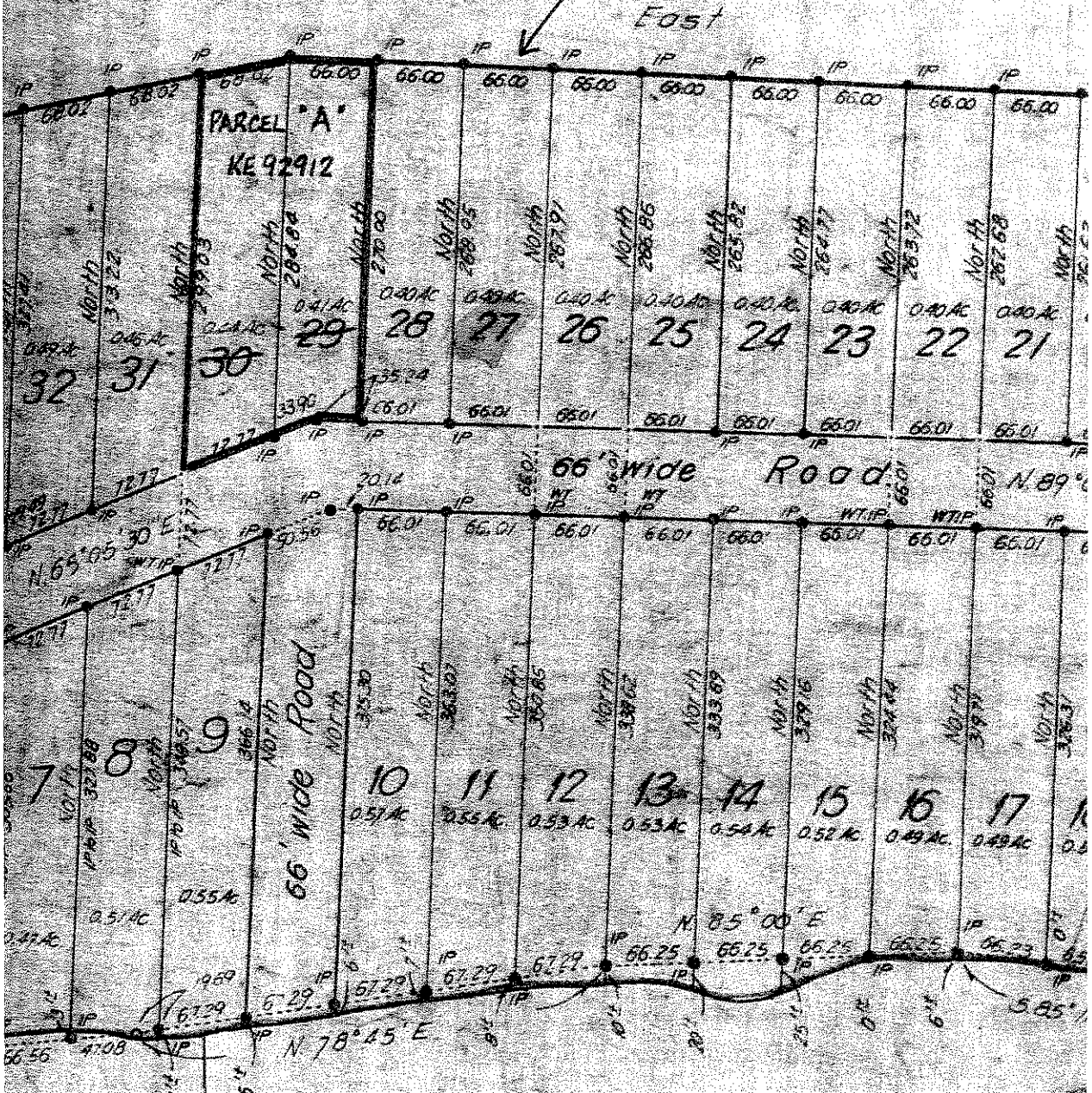


Lot 4157

subject property



aska

Lake



No. C31052

LAND REGISTRY ACT
FORM C
(Section 128)

Application for Registration of Charge

Date Dec 3 19 68

I, L.R.O., solemnly declare that I am [or Solicitor for or the duly authorized Agent of] _____

and that he is] entitled to a B.C. over the land hereunder described, and hereby make application under the provisions of the "Land Registry Act" and claim registration of a charge accordingly.

The full name, address, and occupation of the person so entitled to be registered as owner of the charge is _____

† Not applicable where the applicant is a corporation. Strike out words not applicable.

I am a British subject † [O]
I am not a British subject † [O]
I am informed by _____, and

(Adapt to suit circumstances.)

verily believe, that the person so entitled to be registered as owner of the charge is a British subject [or] is not a British subject. †

† For use where the application is made by a solicitor or agent.

The fee-simple is registered in Vol. _____, Fol. C31051 of the Register.

DESCRIPTION OF LAND

MUNICIPALITY OR ASSESSMENT DISTRICT	LOT OR SECTION	ADMEASUREMENT OR ACREAGE
	<u>lots 26 27 28 29 & 30</u> <u>DZ 4157 KDYS</u> <u>Plan 14928</u>	

LIST OF INSTRUMENTS

DATE	PARTIES	CHARACTER OF DEED
	<u>DD C31043</u>	

Do not write outside the side-line. Space reserved for binding.

And I solemnly declare that I have investigated and ascertained the value of the interest covered by the charge, registration of which is hereby applied for, and that the true value thereof at the date of this application is _____ dollars: [in the case of a Solicitor or Agent, add] and I am duly authorized by the owner to make this application [in the case of an Agent, add] and I reside in the Province of British Columbia, and am of the full age of twenty-one years.

And I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the "Canada Evidence Act"

DECLARED before me this _____ (Signature) _____ day of _____ 19____ (Full post-office address) _____ at _____, British Columbia. For mailing notices and documents.

C31043

This Indenture made this 14 day of November, A. D. 1968
IN PURSUANCE OF THE "SHORT FORM OF DEEDS ACT"

BETWEEN:

MILE HIGH RESORTS LTD. a Company
duly incorporated under the laws of
the Province of British Columbia
having its registered office at 202
Doria Building, 156 Victoria Street,
in the City of Kamloops, in the
Province of British Columbia

(hereinafter called the "Grantor")

AND:

WILDWOOD SALES LIMITED,
300 - 180 Seymour Street
Kamloops, British Columbia

(hereinafter called the "Grantee")

WHEREAS the Grantor is the registered owner of Lots One (1)
to Thirty-eight (38) inclusive, except Lots One (1), Two (2), Three
(3), Five (5), Eighteen (18) and Thirty-two (32), District Lot Four
Thousand One Hundred & Fifty-seven (4157), Kamloops Division Yale
District, Plan Fourteen Thousand Nine Hundred & Twenty-eight (14928);

AND WHEREAS the Grantor recently laid out the said lands
and premises and the lots aforesaid for development pursuant to a
building scheme and has caused the said lots in the aforesaid Plan
14928 to be prepared showing the said lands and premises divided into
lots for such purpose (which plan has been inspected by the Grantee)
and has caused a common form of conveyance (being in the same form as
this Deed to be prepared containing diverse stipulations as contained
in the schedule annexed hereto, to be observed by the owner for the
time being of each of such lots) varying among themselves in accord-
ance with the nature of each of the aforesaid lots and the scheme of
development being carried out, but not otherwise.

AND WHEREAS it is the intention of the Grantor, and the Grantee
purchases upon the express understanding that subject as hereinafter
appears each Grantee of any of the aforesaid lots in the aforesaid

Registered the 11 Day of 12
1968 on Application Received
at the Time Written or Stamped
on the Application.

of the GRANTOR and the GRANTEE shall have quiet possession of the said lands, free from all encumbrances save as aforesaid;

THE GRANTOR RELEASES to the GRANTEE ALL ITS CLAIMS upon the said lands;

AND THE GRANTEE HEREBY COVENANTS with the GRANTOR and all persons claiming under him as GRANTEE of any of the aforesaid Lot or Lots contained in the said plan aforesaid to the intent that the burden of these covenants may run with and bind the land hereby conveyed and every part thereof, and to the intent that the benefit thereof may be annexed to and devolve with each and every of the aforesaid lots of the said plan aforesaid other than the lot hereby conveyed, to observe the stipulations contained in the Schedule hereto annexed so far as the same relate to the lands hereby conveyed;

AND THIS INDENTURE WITNESSETH that in consideration of the premises the GRANTEE, for himself, his heirs, executors, administrators and assigns, covenants that the GRANTEE and the person or persons deriving title under him will at all times duly perform and observe ALL AND SINGULAR the building restrictions set out in the Schedule hereunto annexed so far as they are applicable to the land hereby conveyed, but so nevertheless that this covenant shall as regards the restrictive provisions be binding only upon the GRANTEE and the person or persons, deriving title under him during the period of their respective ownership of any interest in the lands hereby conveyed;

IN RESPECT of any said lot or part thereof of the aforesaid lots in Plan number 14,028 which has not for the time being been sold, the GRANTOR, its successors and assigns shall be deemed to have entered into and become bound by the said building restrictions set out in the Schedule hereto annexed as if they were for the time being the GRANTEE of such lot;

IT IS FURTHER AGREED that the covenants, provisos, conditions and agreements in this indenture contained shall be construed and held to be several as well as joint

SCHEDULE OF RESTRICTIVE COVENANT

C31043

SCHEDULE "A"

BUILDING SCHEME PROVISIONS RELATING
TO LOTS 1 TO 17 INCLUSIVE AND LOTS
19 TO 38 INCLUSIVE OF DISTRICT LOT
4157, K.D.Y.D., PLAN 14,928

IT IS AGREED by and between the VENDOR/GRANTOR and the PURCHASER/GRANTEE as follows:

1. The following Building Scheme provisions are considered as part of the Agreement for Sale or Deed to which they are attached and that where the provisions thereof are in conflict with the Agreement for Sale or the Deed the provisions hereof shall govern.
2. The VENDOR/GRANTOR undertakes that restrictions and covenants similar to those contained herein have been made with each person who has acquired a lot within the Building Scheme, and will be made with each person who acquires a lot within the Building Scheme.
3. The VENDOR/GRANTOR shall be deemed to be agent of the PURCHASER/GRANTEE and of each other person acquiring a lot within the Building Scheme to bind him and them, his and their heirs, executors, administrators, successors and assigns, as fully and effectually as if each person acquiring any such lot, his heirs, executors, administrators, successors or assigns had entered into a contract directly with the PURCHASER/GRANTEE and every other person who has acquired or may acquire any such lot, to observe, fulfill and perform the covenants and agreements herein contained.
4. The PURCHASER/GRANTEE covenants that:
 - (a) He will not subdivide the lot or lots which he is purchasing under this Agreement for Sale or Deed, nor erect nor permit to be erected more than one dwelling house on each lot with a garage, carport or tool shed to be attached to the dwelling house.
 - (b) No owner or occupier of a lot shall permit or allow to be kept on any lot any swine, cattle, goats, sheep or poultry (and not to allow any usual household pets which they may have to run wild or not under control.
 - (c) The lot and the building erected or to be erected thereon shall not at any time be used for the purposes of any trade, manufacture or business of any description, or as an apartment house, duplex, boarding or lodging house, or place of public resort.
 - (d) The PURCHASER/GRANTEE covenants that he will not habitually park or allow or suffer to be parked habitually on his property any truck, bulldozer or other machinery except equipment used in the actual construction of his property within the said subdivision.
 - (e) The PURCHASER/GRANTEE shall not allow any tents or trailer on their property except during the period of actual construction of building erected on their property for a maximum period of one year.

