

VIEW COVENANT

NORTH
LOTS

LOTS 15 THROUGH 21

CA 1193135 TO CA1193141

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

Jul-20-2009 14:49:02.003

CA1193135 CA1193141

PAGE 1 OF 16 PAGES

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.

Morley Allen
Levitt 6MJ4NT

Digitally signed by Morley Allen Levitt
6MJ4NT
DN: c=CA, cn=Morley Allen Levitt
6MJ4NT, o=Lawyer, ou=Verify ID at
www.juricert.com/LKUP.cfm?
id=6MJ4NT
Date: 2009.07.20 14:38:57 -0700

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

Levitt Law Office

Barristers and Solicitors

120 11181 Voyageur Way

Richmond

BC V6X 3N9

Telephone: (604) 270-9611

LTO Client Number: 10668

File Number: 2731

Document Fees: \$503.30

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

SEE SCHEDULESTC? YES

3. NATURE OF INTEREST

SEE SCHEDULE

CHARGE NO.

ADDITIONAL INFORMATION

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):

CENTRE STAGE HOLDINGS LTD., INC NO. BC204577

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

CENTRE STAGE HOLDINGS LTD.,

#120, 11181 VOYAGEUR WAY

RICHMOND

V6X 3N9

BRITISH COLUMBIA

CANADA

Incorporation No

BC204577

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)

MORLEY A. LEVITT
Barrister & Solicitor
#120, 11181 Voyageur Way,
Richmond, BC V6X 3N9

Execution Date

Y	M	D
09	07	17

Transferor(s) Signature(s)

Centre Stage Holdings Ltd.,
by its authorized signatory(ies):

Name: Glenna Borsuk

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**

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND

STC for each PID listed below? YES

[PID]	[LEGAL DESCRIPTION – must fit in a single text line]
027-086-453	LOT 15 SEC 8 GABRIOLA ISLAND, NANAIMO DISTRICT PLAN VIP82759
027-086-461	LOT 16 SEC 8 GABRIOLA ISLAND, NANAIMO DISTRICT PLAN VIP82759
027-086-470	LOT 17 SEC 8 GABRIOLA ISLAND, NANAIMO DISTRICT PLAN VIP82759
027-086-488	LOT 18 SEC 8 GABRIOLA ISLAND, NANAIMO DISTRICT PLAN VIP82759
027-086-496	LOT 19 SEC 8 GABRIOLA ISLAND, NANAIMO DISTRICT PLAN VIP82759
027-086-500	LOT 20 SEC 8 GABRIOLA ISLAND, NANAIMO DISTRICT PLAN VIP82759
027-086-518	LOT 21 SEC 8 GABRIOLA ISLAND, NANAIMO DISTRICT PLAN VIP82759

LAND TITLE ACT
FORM E

SCHEDULE

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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Restrictive Covenant		Part in Plan VIP 82759; over Lot 15; Dominant Tenement over PID: 027-086-461; Lot 16 Sec 8 Gabriola Island Nanaimo District PLAN VIP82759 and PID: 027-086-518; Lot 21 Sec 8 Gabriola Island Nanaimo District PLAN VIP82759
Restrictive Covenant		Part in Plan VIP 82759; over Lot 16; Dominant Tenement over PID: 027-086-453; Lot 15 Sec 8 Gabriola Island Nanaimo District PLAN VIP82759; PID: 027-086-470; Lot 17 Sec 8 Gabriola Island Nanaimo District PLAN VIP82759 PLAN VIP82759; PID: 027-086-518; Lot 21 Sec 8 Gabriola Island Nanaimo District PLAN VIP82759
Restrictive Covenant		Part in Plan VIP 82759; over Lot 17; Dominant Tenement over PID: 027-086-453; Lot 15 Sec 8 G.I.N. D PLAN VIP82759; 027-086-461; Lot 16 Sec 8 G.I.N.D PLAN VIP82759; 027-086-488; Lot 18 Sec 8 G.I.N.D Plan VIP82759; 027-086-496; Lot 19 Sec 8 G.I.N.D Plan VIP82759; 027-086-518; Lot 21 SEC 8 G.I.N.D. PLAN VIP82759
Restrictive Covenant		Part in Plan VIP 82759; over Lot 18; Dominant Tenement over PID: 027-086-453; Lot 15 Sec 8 G.I.N. D PLAN VIP82759; 027-086-461; Lot 16 Sec 8 G.I.N.D PLAN VIP82759; 027-086-470; Lot 17 Sec 8 G.I.N.D Plan VIP82759; 027-086-496; Lot 19 Sec 8 G.I.N.D Plan VIP82759; 027-086-518; Lot 21 Sec 8 G.I.N.D. PLAN VIP82759
Restrictive Covenant		Part in Plan VIP 82759; over Lot 19; Dominant Tenement over PID: 027-086-453; Lot 15 Sec 8 G.I.N. D PLAN VIP82759; 027-086-461; Lot 16 Sec 8 G.I.N.D PLAN VIP82759; 027-086-470; Lot 17 Sec 8 G.I.N.D Plan VIP82759; 027-086-488; Lot 18 Sec 8 G.I.N.D Plan VIP82759; 027-086-518; Lot 21 Sec 8 G.I.N.D. PLAN VIP82759
Restrictive Covenant		Part in Plan VIP 82759; over Lot 20; Do. Tenement over PID: 027-086-453; Lot 15 Sec 8 G.I.N. D PLAN VIP82759; 027-086-461; Lot 16 Sec 8 G.I.N.D PLAN VIP82759; 027-086-470; Lot 17 Sec 8 G.I.N.D Plan VIP82759; 027-086-488; Lot 18 Sec 8 G.I.N.D Plan VIP82759; 027-086-518; 027-086-496; Lot 19 Sec 8 G.I.N.D Plan VIP82759; 027-086-518; Lot 21 Sec 8 G.I.N.D. PLAN VIP82759

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FORM E

SCHEDULE

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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Restrictive Covenant		Part in Plan VIP 82759; over Lot 21; Dominant Tenement over PID: 027-086-453; Lot 15 Sec 8 Gabriola Island Nanaimo District PLAN VIP82759; 027-086-461; Lot 16 Sec 8 Gabriola Island Nanaimo District PLAN VIP82759; 027-086-470 Lot 17 Sec 8 Gabriola Island Nanaimo District Plan VIP82759

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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THIS AGREEMENT is made as of the 16th day of July, 2009

BETWEEN:

CENTRE STAGE HOLDINGS LTD., a company duly incorporated in the Province of British Columbia, having a registered office at # 120 - 11181 Voyageur Way, Richmond, British Columbia, V6X 3N9

(the "Grantor")

AND:

CENTRE STAGE HOLDINGS LTD., a company duly incorporated in the Province of British Columbia, having a registered office at # 120 - 11181 Voyageur Way, Richmond, British Columbia, V6X 3N9

(the "Grantee")

WHEREAS:

A. The Grantor is the registered owner of certain parcels or tracts of land and premises (the "Grantor's Lands") situate, lying and being on Gabriola Island, in the Province of British Columbia which are more particularly known and described in **Schedule "A"** attached hereto.

B. The Grantee is the registered owner of certain parcels or tracts of land and premises (the "Grantee's Lands") situate, lying and being on Gabriola Island, in the Province of British Columbia which are more particularly known and described in **Schedule "B"** attached hereto.

C. The Grantor has agreed to grant to the Grantee a covenant over those parts of the Grantor's Lands contained within the heavy black outline of the Reference Plans of Covenant Areas, prepared and certified by J.E. Anderson & Associates, B.C.L.S., and dated the 6th day of July, 2009, attached hereto as **Schedule "C"** ("**Covenant Area**") to restrict the height of foliage, vegetation, brush, trees, structures or any other obstacle which may block or affect the sight line from the main floor of a residential dwelling built or to be built on a Lot to the horizon where the tree line meets the ocean, mountains or skyline (the "**View**") for the purpose of maintaining and preserving the View from certain of the Grantee's Lands over certain of the Grantor's Lands.

D. Under Section 18 of the *Property Law Act* (British Columbia), a registered owner in fee simple may grant to itself a restrictive covenant over land, which it owns for the benefit of other land, which it owns.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the sum of one dollar (\$1.00) of lawful money of Canada now paid by the Grantee to the Grantee, the receipt of which is hereby acknowledged, the Grantor hereby covenants and agrees with the Grantee as follows:

1.0 RESTRICTIVE COVENANT OVER LOT 15

1.1 Restrictive Covenant

The Grantor, as owner of Lot 15, does hereby for itself, and its respective successors in title and interest in and to Lot 15, create in favour of and annex to Lot 21 and Lot 16, for the benefit thereof, a perpetual restrictive covenant over that portion of Lot 15 that is contained within the boundaries of the Covenant Area shown within the heavy outline of Reference Plan over Lots 15, 16, 17, 18, 19 and 21 Section 8 Gabriola Island Nanaimo District, Plan VIP82759, surveyed by D.G. Wallace on July 9, 2009, a reduced copy of which is attached as **Schedule "C"** hereto on the terms set forth in **Schedule "D"**, attached hereto.

2.0 RESTRICTIVE COVENANT OVER LOT 21

2.1 Restrictive Covenant

The Grantor, as owner of Lot 21, does hereby for itself, and its respective successors in title and interest in and to Lot 21, create in favour of and annex to Lot 15, Lot 16, and Lot 17 for the benefit thereof, a perpetual restrictive covenant over that portion of Lot 21 that is contained within the boundaries of the Covenant Area shown within the heavy outline of Reference Plan over Lots 15, 16, 17, 18, 19 and 21 Section 8 Gabriola Island Nanaimo District, Plan VIP82759, surveyed by D.G. Wallace on July 9, 2009, a reduced copy of which is attached as **Schedule "C"** hereto on the terms set forth in **Schedule "D"**, attached hereto.

3.0 RESTRICTIVE COVENANT OVER LOT 16

3.1 Restrictive Covenant

The Grantor, as owner of Lot 16, does hereby for itself, and its respective successors in title and interest in and to Lot 16, create in favour of and annex to Lot 15, Lot 21 and Lot 17 for the benefit thereof, a perpetual restrictive covenant over that portion of Lot 16 that is contained within the boundaries of the Covenant Area shown within the heavy outline of Reference Plan over Lots 15, 16, 17, 18, 19 and 21 Section 8 Gabriola Island Nanaimo District, Plan VIP82759, surveyed by D.G. Wallace on July 9, 2009, a reduced copy of which is attached as **Schedule "C"** hereto on the terms set forth in **Schedule "D"**, attached hereto.

4.0 RESTRICTIVE COVENANT OVER LOT 17

4.1 RESTRICTIVE COVENANT

The Grantor, as owner of Lot 17, does hereby for itself, and its respective successors in title and interest in and to Lot 17, create in favour of and annex to Lot 15, Lot 21, Lot 16, Lot 18 and Lot 19, for the benefit thereof, a perpetual restrictive covenant over that portion of Lot 17 that is contained within the boundaries of the Covenant Area shown within the heavy outline of Reference Plan over Lots 15, 16, 17, 18, 19 and 21 Section 8 Gabriola Island Nanaimo District, Plan VIP82759, surveyed by D.G. Wallace on July 9, 2009, a reduced copy of which is attached as **Schedule "C"** hereto on the terms set forth in **Schedule "D"**, attached hereto.

5.0 RESTRICTIVE COVENANT OVER LOT 18

5.1 Restrictive Covenant

The Grantor, as owner of Lot 18, does hereby for itself, and its respective successors in title and interest in and to Lot 18, create in favour of and annex to Lot 15, Lot 21, Lot 16, Lot 17 and Lot 19, for the benefit thereof, a perpetual restrictive covenant over that portion of Lot 18 that is contained within the boundaries of the Covenant Area shown within the heavy outline of Reference Plan over Lots 15, 16, 17, 18, 19 and 21 Section 8 Gabriola Island Nanaimo District, Plan VIP82759, surveyed by D.G. Wallace on July 9,

2009, a reduced copy of which is attached as **Schedule "C"** hereto on the terms set forth in **Schedule "D"**, attached hereto.

6.0 **RESTRICTIVE COVENANT OVER LOT 19**

6.1 Restrictive Covenant

The Grantor, as owner of Lot 19, does hereby for itself, and its respective successors in title and interest in and to Lot 19, create in favour of and annex to Lot 15, Lot 21, Lot 16, Lot 17 and Lot 18, for the benefit thereof, a perpetual restrictive covenant over that portion of Lot 19 that is contained within the boundaries of the Covenant Area shown within the heavy outline of Reference Plan over Lots 15, 16, 17, 18, 19 and 21 Section 8 Gabriola Island Nanaimo District, Plan VIP82759, surveyed by D.G. Wallace on July 9, 2009, a reduced copy of which is attached as **Schedule "C"** hereto on the terms set forth in **Schedule "D"**, attached hereto.

7.0 **RESTRICTIVE COVENANT OVER LOT 20**

7.1 Restrictive Covenant

The Grantor, as owner of Lot 20, does hereby for itself, and its respective successors in title and interest in and to Lot 20, or any portion thereof, create in favour of and annex to Lot 15, Lot 21, Lot 16, Lot 17, Lot 18 and Lot 19 for the benefit thereof, a perpetual restrictive covenant over Lot 20 on the terms set forth in **Schedule "D"**. attached hereto.

8.0 **EFFECT OF COVENANTS**

8.1 The benefits and burdens of the parties' covenants and agreements in this Agreement will run with the lands. In addition, the parties agree that their covenants and agreements in this Agreement will be contractual obligations and will bind the parties accordingly.

9.0 **NOTICE**

9.1 All notices required or permitted to be given hereunder will be in writing and may be delivered personally or sent by facsimile to the address of the party to which it is addressed shown on the first page of Part 2 of this Form C General Instrument or to such

other address or addresses as may be substituted from time to time by notice in writing. Notices will be deemed to have been received at the time of delivery in person or by facsimile.

10.0 MISCELLANEOUS

- (a) No amendment or termination of this Agreement or any provision hereof is binding unless it is in writing and signed by each person that is a party to this Agreement at the time of the amendment or termination.
- (b) If at any time any provision of this Agreement is or is deemed to be unenforceable or invalid it will be severable from the remainder of this Agreement and, in its application at that time, this Agreement will be construed as though such provision was not contained herein and the remainder of this Agreement will continue in full force and effect and be construed as if this Agreement had been executed without the invalid or unenforceable provision.
- (c) In this Agreement, words importing the singular include the plural and vice versa and words importing gender include all genders where the context requires.
- (d) This Agreement will be governed by and construed in accordance with the laws of British Columbia, which will be deemed to be the proper law hereof. The Courts of British Columbia will have exclusive jurisdiction with respect to this Agreement and all matters arising hereunder or in connection herewith.
- (e) Time is of the essence of this Agreement.
- (f) No condoning, excusing or waiver by any party hereto of any default, breach or non-observance by any other party hereto at any time or times in respect of any covenant, provision or condition herein contained will operate as a waiver of that party's rights hereunder in respect of any continuing or subsequent default, breach or non-observance and no waiver will be inferred from or implied by anything done or omitted to be done by the party having those rights.
- (g) Each of the parties will execute and deliver all such further documents and do such other things as the other party hereto may reasonably request in order to give full force and effect to this Agreement.

- (h) This Agreement will enure to the benefit of and be binding upon the respective successors, heirs, executors, administrators, successors and assigns of the parties hereto.

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.

SCHEDULE "A"

PID	LEGAL DESCRIPTION
027 086 453	Lot 15, Section 8, Gabriola Island, Nanaimo District, Plan VIP 82759
027 086 461	Lot 16, Section 8, Gabriola Island, Nanaimo District, Plan VIP 82759
027 086 470	Lot 17, Section 8, Gabriola Island, Nanaimo District, Plan VIP 82759
027 086 488	Lot 18, Section 8, Gabriola Island, Nanaimo District, Plan VIP 82759
027 086 496	Lot 19, Section 8, Gabriola Island, Nanaimo District, Plan VIP 82759
027 086 500	Lot 20, Section 8, Gabriola Island, Nanaimo District, Plan VIP 82759
027 086 518	Lot 21, Section 8, Gabriola Island, Nanaimo District, Plan VIP 82759

SCHEDULE "B"

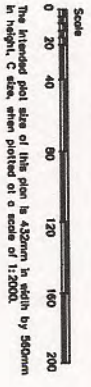
PID	LEGAL DESCRIPTION
027 086 453	Lot 15, Section 8, Gabriola Island, Nanaimo District, Plan VIP 82759
027 086 461	Lot 16, Section 8, Gabriola Island, Nanaimo District, Plan VIP 82759
027 086 470	Lot 17, Section 8, Gabriola Island, Nanaimo District, Plan VIP 82759
027 086 488	Lot 18, Section 8, Gabriola Island, Nanaimo District, Plan VIP 82759
027 086 496	Lot 19, Section 8, Gabriola Island, Nanaimo District, Plan VIP 82759
027 086 500	Lot 20, Section 8, Gabriola Island, Nanaimo District, Plan VIP 82759
027 086 518	Lot 21, Section 8, Gabriola Island, Nanaimo District, Plan VIP 82759

SCHEDULE "C"

[COVENANT AREA ON NEXT PAGE]

**REFERENCE PLAN OVER LOTS 15, 16, 17, 18, 19 AND 21
SECTION 8 GABRIOLA ISLAND NANAIMO DISTRICT
PLAN VIP82759**

PREPARED PURSUANT TO SECTION 96(1)(e) OF THE LAND TITLE ACT
B.C.G.S. 92C 012



PLAN

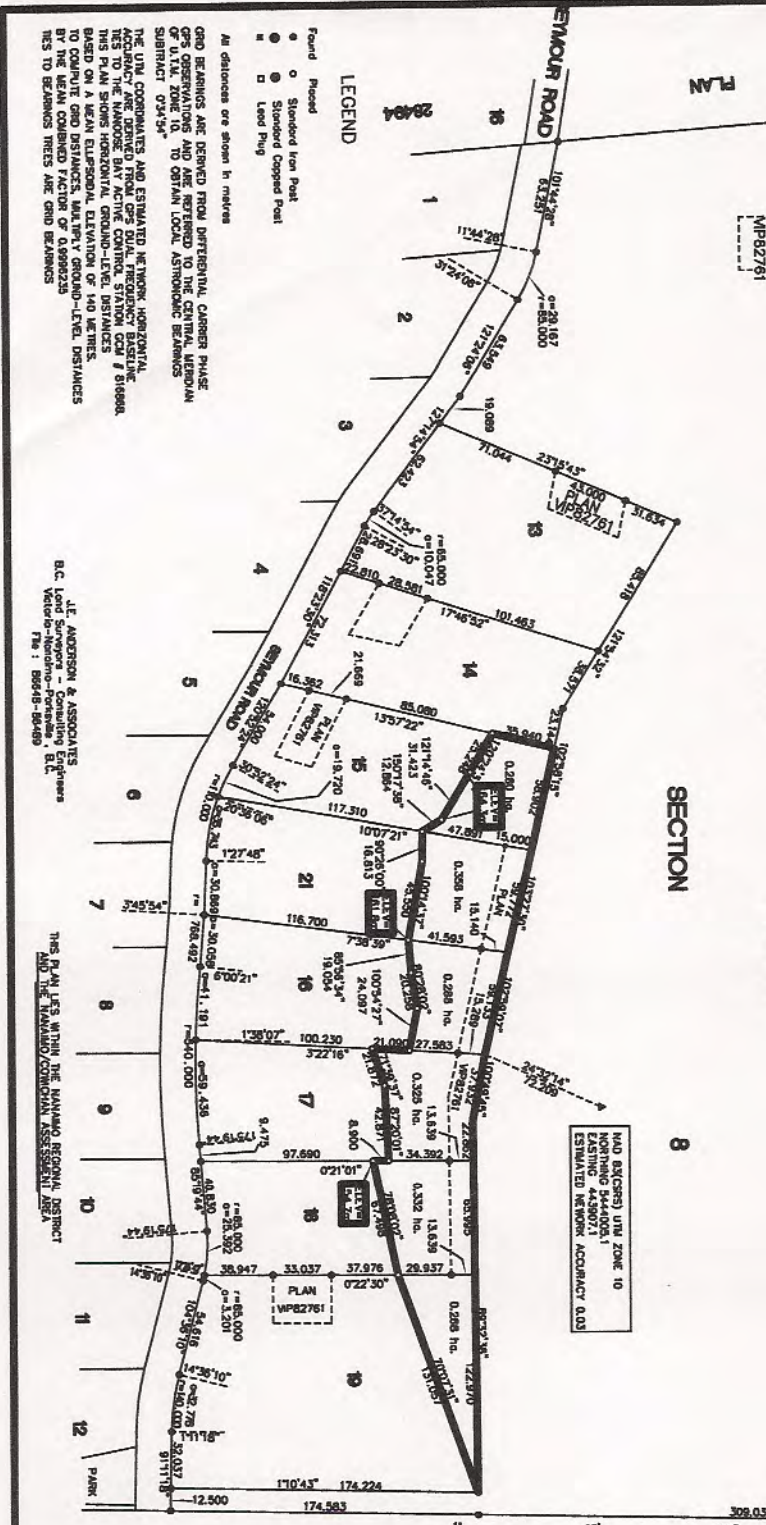
Deposited in the Land Title Office of Victoria, B.C., this

day of _____, 2009

Register

BLOCK A
(PLANNED AS 281.671)
9193.53'
807.691
REMAINDER OF NW 1/4 SECTION 8
REAL SOUTH 1/2 OF NORTH EAST 1/4 OF SECTION 8

PARCEL	AREA
LOT 15	0.280 ha
LOT 16	0.288 ha
LOT 17	0.328 ha
LOT 18	0.332 ha
LOT 19	0.288 ha
LOT 21	0.258 ha



SOUTHEAST 1/4 SECTION 8

DATUM FOR ELEVATIONS, IN METRES, IS GEODETIC. ELEVATIONS ARE SHOWN THUS: [] (199).

I, D.O. Watson, a British Columbia Land Surveyor, of Nanaimo, British Columbia, certify that I am satisfied by the field survey and plan of this plan, and that the survey and plan are correct. The field survey was completed on the _____ day of _____, 2009.

The plan was completed and checked, and the checklist filed under # _____ on the _____ day of _____, 2009

B.C.L.S.

SCHEDULE "D"

RESTRICTIVE COVENANT TERMS

1. With respect to Lots 16, 17, 18 and 19, the Grantor shall not, on the lands within the Covenant Area, construct, place or build or cause to be constructed, placed or built any building structure or improvement in excess of one storey or having a height from the grade elevation to the highest point of the structure in excess of 5.49 metres.

2. (a) With respect to Lot 15, the Grantor shall not, on the lands within the Covenant Area, without the prior written consent of the owner of Lot 21, construct, place or build or cause to be constructed, placed or built any building, structure or improvement and, in any event, shall not construct, place or build or cause to be constructed, placed or built any building structure or improvement in excess of one storey or having a height from the grade elevation to the highest point of the structure in excess of 5.49 metres.

- (b) With respect to Lot 21, the Grantor shall not, on the lands within the Covenant Area, without the prior written consent of the owner of Lot 15, construct, place or build or cause to be constructed, placed or built any building, structure or improvement and, in any event, shall not construct, place or build or cause to be constructed, placed or built any building structure or improvement in excess of one storey or having a height from the grade elevation to the highest point of the structure in excess of 5.49 metres.

3. With respect to Lots 15, 16, 21, 17, 18 and 19, the Grantor shall not, within the Covenant Area, allow any foliage, vegetation, brush, trees or any other obstacle to grow to a height which exceeds 4.5 metres and which blocks or impairs the View from the Grantee's Lands, save and except for any yew tree on that portion of Lot 16 that is contained within the boundaries of the Covenant Area shown within the heavy outline of Reference Plan over Lots 15, 16, 17, 18, 19 and 21 Section 8 Gabriola Island Nanaimo District, Plan VIP82759, surveyed by D.G. Wallace on July 9, 2009, a reduced copy of which is attached as **Schedule "C"** (each an "**Exempt Tree**").

4.
 - (a) With respect to Lot 16, the Grantee may, in the event any Exempt Tree interferes with its View, trim, prune, or limb or cause a third party to trim, prune, or limb (“trim”) all or any part, of any Exempt Tree in order to limit the interference of any Exempt Tree with its View.
 - (b) With respect to Lots 15 and 21, the Grantee may in the event any Exempt Tree interferes with or impedes its View, require the owner of Lot 16 to trim all or any part, of any Exempt Tree in order to limit the interference of any Exempt Tree with its Views.
 - (c) In either event, the Grantor as owner of Lot 16 shall trim any Exempt Tree in accordance with Best Management practices and in accordance with instructions of a registered arborist or other recognized professional in order to ensure the preservation of any Exempt Tree.
 - (d) In the event the Grantee, as owner of Lot 15 and/or Lot 21 requests that the Grantor trim any Exempt Tree, the costs of doing so and the costs of the arborist or other professional shall be paid by the Grantee.
5. With respect to Lot 20, the Grantor shall not allow any foliage, vegetation, brush, trees or any other obstacle from growing to a height which exceeds an elevation of 6 Metres above the elevation of the property pin located at the northerly corner of Lot 16 and 17 and blocks or impairs the View from the Grantee’s Lands. For greater clarity this elevation is also described as 160 geodetic datum (NAD 83).
6. With respect to Lot 20, if further subdivided, the Grantor shall not allow to grow, be constructed or remain on the lands, any tree or structure on any subdivided lot which interferes with or impedes the View from any of the Grantee’s Lands without the Grantee’s prior written consent.

END OF DOCUMENT