

THIS INDENTURE made the

day of

, 20

BETWEEN:

*

(hereinafter called the "Transferor")

OF THE FIRST PART

AND

REGIONAL DISTRICT OF CENTRAL OKANAGAN

a regional district

1450 K.L.O. Road, Kelowna, B.C. V1W 3Z4

(hereinafter called the "Transferee")

OF THE SECOND PART

A. WHEREAS the Transferor is the registered owner in fee simple of all and singular that certain parcel(s) or tract(s) of land and premises, situate, lying and being in the Kelowna Assessment area, in the Province of British Columbia, more particularly known and described as:

*Parcel Identified: **

*Lot: **

Osoyoos Division Yale District

*Plan: **

(hereinafter called the "Lands")

B. AND WHEREAS pursuant to Section 219 of the *Land Title Act*, R.S.B.C. 1996 C.250, there may be registered a covenant against the title to the Lands subject to the covenant, and such covenant is enforceable against the Transferor and the successors in title of the Transferor even if the covenant is not annexed to land owned by the Transferee;

C. AND WHEREAS a building permit for a residence has been applied for by the Transferor from the Regional District of Central Okanagan for a structure indicated as requiring a *wildfire hazard development permit*.

D. AND WHEREAS a development permit is not required where a previous development permit or covenant has been registered on the title of the property and all the conditions addressed in the previous development permit or covenant have been met and those conditions will not be affected;

E. AND WHEREAS the parties have agreed that based upon the development permit requirements of the Regional District this Covenant should be registered against title to the Lands pursuant to Section 219 of the *Land Title Act*.

NOW THEREFORE in consideration of the promises set forth in this Covenant and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. No building may be used or occupied unless the building is maintained as follows:
 - a) Roofing – The roof covering shall conform to Class A, B or C fire resistance as defined in the BC Building Code.
 - b) Exterior Wall Finishes – Any material used for exterior wall finishes shall be fire resistant such as stucco, metal siding, brick, cement shingles, concrete block, poured concrete, logs or heavy timbers as defined in the BC Building Code, and rock.
 - c) Chimneys – All chimneys shall have spark arrestors made of 12 gauge (or better) welded or woven wire mesh with mesh openings of less than 12 millimetres.
 - d) Eaves, vents, and openings – All eaves, attic and under floor openings shall be screened with corrosion-resistant, 3-millimetre noncombustible wire mesh (as a minimum).
 - e) Windows and glazing – All windows must be double paned or tempered.
 - f) Balconies, decks and porches –
 - i. Decks shall be constructed of heavy timber as defined in the BC Building Code, or, with 1-hour fire resistant rated assemblies or noncombustible construction as defined by the BC Building Code; or equivalent alternative as approved by the Regional District Building Inspector.
 - ii. Manufactured homes shall be skirted with a fire resistant material as outlined in the previous guideline for exterior wall finishes.
 - g) Landscaping on the lands within 10 metres of a building shall not include coniferous evergreen shrubs such as junipers, mugo pines, or coniferous evergreen hedges.
 - h) No additional or new coniferous evergreen trees are to be planted within 10 metres of the building.
 - i) Any coniferous evergreen trees that are to be retained on the lands that lie within 10 metres of the building must;
 - i. Have limbs pruned such that they are at least 2 meters above the ground.
 - ii. Be spaced so that they have 3 metres between crowns. (In other words, the tips of the branches of a tree are no closer than 3 meters to the tips of the branches of another).
 - iii. No limbs should be within 3 meters of the building or attachments such as balconies.
 - j) Landscaping on the lands within 10 metres of a building shall use only noncombustible landscape mulches.
2. The Transferor agrees to ensure that all authorities having jurisdiction have unrestricted access to the lands for the purposes of fire fighting, suppression, control and prevention.
3. The Transferor does hereby, on behalf of the Transferor and the Transferors heirs, executors, administrators, successors and assigns, remise, release, indemnify and save harmless the Transferee, its officers, officials, employees or agents from any and all claims, causes of action, loss or suits of whatever nature of kind including, without limitation, claims for property damage, personal injury or death arising out of or in any way connected with the fire hazard existing on the lands. The Transferor does further agree that the Transferee shall have no obligation to ensure compliance with or enforce the terms of this Covenant or to do any act or thing in connection with the fire hazard or this Covenant, which at all times shall remain the responsibility of the Transferor and Transferors heirs, executors, administrators, successors, assigns and successors in title.

4. Pursuant to Section 219 of the *Land Title Act*, the covenants herein contained shall be covenants running with the lands and shall enure to the benefit of and be binding upon the Transferor and the Transferors heirs, executors, administrators, successors, assigns and successors in title.
5. In this Covenant unless the context otherwise requires, the singular includes the plural and vice versa.
6. This Covenant will be interpreted according to the laws of the Province of British Columbia.
7. If any part of this Covenant are 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.
8. Nothing contained or implied in this Covenant shall prejudice or affect the exercise of any of the Transferees functions under any source of authority including, without limitation, any statutes, regulations, bylaws, orders or other constating documents, all of which may be fully and effectively exercised by the Transferee.
9. 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 Covenant.
10. This Covenant will not be modified or discharged except in accordance with the provisions of Section 219(9) of the *Land Title Act*.