

SCHEDULE "F"

MEMBER'S AGREEMENT AND LICENSE

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 199\_

BETWEEN:

**CHRISTINA LAKESIDE RESORT LTD.** (Inc. No. 495299)  
2009 Fernwood Road, Victoria, British Columbia,  
V8T 2Y8,

(hereinafter referred to as the "Company"),

OF THE FIRST PART,

AND:

(hereinafter referred to as the "Member"),

OF THE SECOND PART.

WHEREAS:-

- A. The Member has, or is about to, purchase or otherwise take title to shares in the capital of the Company;
- B. The Member has read and hereby approves the Memorandum, Articles and Rules and Regulations of the Company;
- C. It is the desire of the parties hereto to further specify their respective rights and obligations arising out of the Member's ownership of shares in the Company and in particular, to specify the R.V. site which the Member's shares entitle him to occupy.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:-

1. The Company hereby covenants that it shall:-

- (a) control, manage and administer the Lands, Common Property or any other assets of the Company for the benefit of all Members thereof;
- (b) keep in a state of good and serviceable repair and properly maintain the fixtures and fittings, including any recreational facilities and other apparatus and equipment used in connection with the Lands, Common Property or any other assets of the Company;
- (c) on the written request of a Member, produce to such Member, the policy or policies of insurance in effect by the Company and the receipt or receipts for the last premium or premiums in respect thereof;
- (d) collect and receive all assessments and contributions towards the Common Expenses paid by the Members and deposit the same with a chartered bank or trust company or credit union or financial institution duly licensed to carry on business within British Columbia;
- (e) pay all sums of money properly required to be paid on account of all Common Expenses pertaining to, or for the benefit of, the Company;
- (f) so long as the Member observes all the Articles, Rules and Regulations of the Company, allow the Member undisturbed use and quiet enjoyment of the R.V. site specified herein.

2. The Member hereby covenants that he shall:-

- (a) permit the Company and its agents, at all reasonable times and at all times in a situation considered by the Company to be an emergency, to enter his R.V. site for the purpose of inspecting the same and maintaining, repairing or renewing pipes, wires, cables, ducts and sewage systems for the time being existing on the lands and capable of being used in connection with the enjoyment of any other Member of the Company, or for the purpose of maintaining, repairing or renewing common property, common facilities or other assets of the Company, or for the purpose of ensuring that this Agreement and the Rules and Regulations are being observed;

- (b) use and enjoy the Lands, Common Property or any other assets of the Company in a manner that will not unreasonably interfere with the use and enjoyment thereof by other Members, Persons Permitted by the Members and Renters;
- (c) not use his R.V. site, or permit the same to be used, in a manner or for a purpose that will cause a nuisance or hazard to any occupant of an R.V. site (whether a Member or not) or his family;
- (d) comply strictly with the Articles, Rules and Regulations of the Company, as may be adopted or amended from time to time by resolution or otherwise; and observe same as if the said Articles, Rules and Regulations had been personally approved and signed by the Member;
- (e) promptly pay to the Company all assessments for Common Expenses when due, as directed from time to time by the Directors of the Company, in accordance with the Articles;
- (f) satisfy himself as to the condition of the Common Property and R.V. site of which he shall have use and occupation and accept them in the condition they are in on the date he takes title to shares in the Company; and
- (g) strictly abide by the terms of any Management Agreement entered into by the Company from time to time.

3. In the event that the Member:

- (a) fails to pay any sum of money payable to the Company, and such failure continues for thirty (30) days after the Company gives written notice to the Member, or
- (b) fails to perform or observe any of the terms, conditions, covenants, agreements or provisions contained in this Agreement, the Company's Articles or the Rules and Regulations on the part of the Member to be performed or observed, and such failure continues for or is not remedied within thirty (30) days after the Company gives written notice to the Member of the nature of such failure,

the Member agrees that:

- (c) all the Member's rights and privileges under this Agreement will be suspended until such time as all defaults have been remedied and all amounts due, including all amounts arising under this section, have been fully paid, provided that, with the prior consent of, and in accordance with any conditions established by the Company, the Member may have access to any part of the Member's R.V. Site or the Lands necessary for the purpose of remedying the Member's default;
- (d) the Company shall have the right (but will not be obligated), at the expense of the Member, to perform or cause to be performed and to do or cause to be done, such things as may be necessary to remedy the default, including the right to make repairs and expend money;
- (e) the Company shall have the right (but will not be obligated), to rent the Member's R.V. Site during the period that the Member is in default, to any person, at a rental rate, and on either an individual basis or as part of the Rental Pool that may be established by the Company, as determined by the Company in its sole discretion; the Company will apply all proceeds received as follows:
  - (i) firstly, in payment of a rental commission to the Company of thirty per cent (30%) of the money collected;
  - (ii) secondly, in reduction of all amounts due by the Member to the Company; and
  - (iii) thirdly, any residue will be payable to the Member.

4. Notwithstanding any other provision of paragraph 3, where the Member, any member of the Member's family, any of the Member's guests or any Person Permitted by the Member contravenes the Rules and Regulations, the Company at all times reserves the right to impose fines and penalties in accordance with the Rules and Regulations, to remove or cause to be removed from the Lands or prohibit entry to the Lands to the Member or other such person who contravenes the Rules and Regulations.

5. The Member specifically acknowledges having received and read a true copy of the Company's Consolidated Disclosure Statement dated June 20, 1996, which combines the Company's Disclosure Statement dated June 6, 1995, with the Amendment to the

