

LAND REGISTRY  
NEW WEST R. B.C.

APPLICATION NO. \_\_\_\_\_

DEPOSIT NO. \_\_\_\_\_

1789070

1955 JAN 10 11:17 AM

Deposited  
CHARGE

178907

APPLICANT Henry Bruce Dixon

FULL ADDRESS 3723 Kingsway  
S. B. Burnaby

TO \_\_\_\_\_ Restrictive Covenants  
contained in Deed  
deposited 340180

MEMO. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
15-2-55 wj

MARKED UP BY wj REFERENCE 239492F

DRAFTED BY wj DATE \_\_\_\_\_ 19\_\_\_\_

REG. BY \_\_\_\_\_ DATE \_\_\_\_\_ 19\_\_\_\_ REF. \_\_\_\_\_

CERTIFICATE \_\_\_\_\_

CARD MARKED BY \_\_\_\_\_

INDEXED BY LM

MARKED OFF BY BB

CHECKED BY \_\_\_\_\_

COMPARED BY \_\_\_\_\_

340118

**This Indenture** made the 7<sup>th</sup> day of **January** in the year of our Lord one thousand nine hundred and **fifty-five**

IN PURSUANCE OF THE "SHORT FORM OF DEEDS ACT"

BETWEEN:

**C. B. RILEY CONSTRUCTION CO. LTD.**, a body corporate under the laws of the Province of British Columbia, having its registered office at 3733 Kingsway, in the Municipality of Burnaby, Province of British Columbia.

(hereinafter called the Grantor)

AND:

**JAMES HUGH URQUHART**, Builder, of 4595 Brentlawn Drive, in the Municipality of Burnaby, in the Province of British Columbia,

(hereinafter called the Grantee)

WHEREAS the Grantor is the owner in fee simple of all the lands situate in the Municipality of Burnaby, in the Province of British Columbia, included in and subdivided by Plan numbered \_\_\_\_\_, deposited in the Land Registry Office at the City of New Westminster, and herein referred to as "the said subdivision";

AND WHEREAS the Grantor has caused the said lands to be so subdivided into building lots pursuant to the said plan for the purpose of carrying on a development and building scheme thereon;

AND WHEREAS the Grantor has caused a common form of conveyance (being in the same form as this Deed to be prepared containing divers stipulations to be observed by the owner for the time being of each of the lots in the said subdivision;

AND WHEREAS the Grantee has inspected the said plan and it is the intention of the Grantor and the Grantee that the Grantee purchases, upon the express understanding that each purchaser of a lot within the said subdivision is to have the benefit of the stipulations binding on all the other lots forming part of the said subdivision whether such lots are sold to the respective purchasers of them before or after the date of the conveyance by the Grantor to each such purchaser.

WITNESSETH that in consideration of - - - - -  
- - TWO THOUSAND FOUR HUNDRED AND TWENTY (\$2,420.00) - - - Dollars

of the lawful money of Canada now paid by the said Grantee to the said Grantor (the receipt whereof is hereby by it acknowledged), the said Grantor DOETH GRANT unto the said Grantee, his heirs and assigns, FOREVER:

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the Municipality of Burnaby, Province of British Columbia and more particularly known and described as: Lot NINETEEN (19), Block NINETY (90), District Lots ONE HUNDRED AND TWENTY-THREE (123) and ONE HUNDRED AND TWENTY-FOUR (124), Group ONE (1), New Westminster District, according to a registered map or plan deposited in the Land Registry Office at the City of New Westminster in the Province of British Columbia and numbered

340118

## SCHEDULE OF RESTRICTIVE COVENANTS

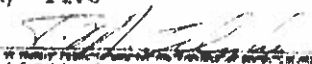
Referred to in the Attached Conveyance

- (a) The Grantee will not erect or maintain any dwelling, building, wall, fence, pole, aerial or other structure on the said land until plans and specifications therefore showing the nature, kind, size, height, material, colour scheme, and location of such structure have been submitted to and approved in writing by the Grantor herein or its agents.
- (b) No poultry, swine, sheep, cows, cattle or other livestock shall be kept on the premises.
- (c) The Grantee will not carry on or permit to be carried on upon the said lands or in any building thereon any trade or business whatsoever save and except in such place of business, worship, congregation or otherwise as may be approved under the procedure similar to that laid down under Restrictive Covenant (a) hereof.
- (d) The Grantor will not erect, expose or maintain or permit to be erected, exposed or maintained upon the said land any placard or advertising sign other than the usual door plate of any professional man or woman save and except those incidental to any place of business, worship, congregation or otherwise as may be determined pursuant to Restrictive Covenant (a) hereof.
- (e) Not more than one dwelling for one family or household unit with such further structures as may be necessary for the accommodation of any servants of such one family or household or incidental to the use of such one family or household shall be erected on any one parcel or lot save and except where specifically authorized under Restrictive Covenant (a) hereof.
- (f) The Grantee shall not erect on the said land any dwelling, house or other building closer to the road or roads on which such land fronts than the building lines established by the authority confirmed in Restrictive Covenant (a) hereof.
- (g) No fence shall be erected or hedge maintained extending beyond the front of the house at a height greater than Thirty (30) inches nor at the rear or side of any house at a height greater than Five (5) feet.
- (h) Construction authorized under Restrictive Covenant (a) hereof shall be completed within a period of twenty-four (24) months from date of commencement.

## Acknowledgment of Officer of Corporation

I **Hereby Certify** that, on the 7<sup>th</sup> day of **January** 195 **5**  
 at the Municipality of Burnaby in the Province of British Columbia  
**EDWARD RICHARD LOFTUS** who is personally known to me,  
 appeared before me and acknowledged to me that he is the **Secretary-Treasurer** of  
**C. B. RILEY CONSTRUCTION CO. LTD.** and that he is the person  
 who subscribed his name to the annexed instrument as **Secretary-Treasurer** of the said  
**C. B. RILEY CONSTRUCTION CO. LTD.** and affixed the seal of the C. B. RILEY CONSTRUCTION CO. LTD. to the  
 said instrument; that he was duly authorized to subscribe his name as aforesaid, and affix the said seal to the said  
 instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY WHEREOF I have hereunto set my Hand and seal of office  
 at Burnaby, in the Province of British Columbia, this 7<sup>th</sup>  
 day of **January** in the year of our Lord one thousand  
 nine hundred and fifty **-five**

  
 A Commissioner for taking affidavits within British Columbia

