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This Indenture made the

7th day of

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. L.TD., 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.

(hereinaster called the Grantor)

AND:

JAMES HUGH URQUHART, Builder, of 4595 Brentlewn 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 1'seed 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 Granter 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 HUNDR'D AND TWENTY (\$2,120.00) -- 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 DOTH 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 Burnably, Province of British Columbia and more particularly known and described as: Lot NINETEEN (19), Block NINETY (90), District Lots ONE HOUDED AND TWENTY-THREE (123) and ONE HUNDED 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 Eritish Columbia and numbered

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 Governant (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 (c) 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 Jand fronts than the building lines established by the authority confirmed in Restrictive Covenant (a) hereof.
- (g) No lence shall be excited or hedge maintained extending beyond the front of the house at a height greater than Thirty (30) inches not at the reas 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 ot Corporation

3 Hereby Certify that, on the	7th day	January	195 5			
athe Municipality of Burnaby EDWARD RICHARD LOFTUS		in the Province of 1				
appeared before me and asknowledged to me that he is the	Secretar	who is personal Y—Treasinger	ly known to me.			
C. B. RILEY CONSTRUCTION CO. LCD.		and that	of he is the person			
who subscribed his name to the annexed instrument as	Secretar	V-Treasurer	of the said			
C. B. RILEY CONSTRUCTION CO. 1,1D. and affixed the said instrument; that he was fast duly authorized to sub- fostrument, and that such corporation is legally entitled to	bold and dispose of	Benesid, and aths the said I land in the Province of !	real to the said bitish Columbia.			
IN TESTIMONY	WHEREOF I has	e bereunio ser my Hand 🖦	ni thenly of 400 feet			
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TOGETHER with all buildings, fixtures, commons, ways, profits, privileges, rights, casements and appurtenances to the said hereditament belonging, or with the same or any part thereof, held or enjoyed, or appurtenant thereto and the estate, right, title interest, property, claim and demand of the said Grantor in, to or upon said premises.

TO HAVE AND TO HOLD onto the said Grantee, his heirs, and assigns, to and for his and their sole and only use forever; SUBJECT NEVERTHELESS, to the reservations, limitations, provisos, and conditions expressed in the original grant thereof from the Grown, and subject to all taxes, rate and local improvement assessements whether already or hereafter assessed.

THE said Granter Covenants with the said Grantee that it has the right to convey the said lands to the said Grantee, notwithstanding any act of the said Granter, and that the said Grantee shall have quiet possession of the said lands, free from all encumbrances, save as aforesaid.

AND the said Grantor Covenants with the said Grantee that it wifl execute such further assurances of the said lands as may be requisite.

AND the said Granto Covenants with the said Grantee that it has done no acts to encumber the said lands, save as aforesaid.

AND the said Grantor RELEASES to the said Grantce ALL ITS CLAIMS upon the said lands.

THE GRANTEE hereby Covenants with the Granton and all other persons claiming under it as purchasers of any lot or lots in the said subdivision to the intent that the burden of the covenant may run with and bind the lands hereby conveved and every part thereof and to the intent that the benefit thereof may be annexed to and devolve with each and every lot of the said subdivision other than the lot hereby conveyed to observe the stipulations contained in the schedule hereto.

WHEREVER the singular or mascrline are used throughout this Indenture, the same shall be construed as meaning the plural or the feminine or body corporate or politic where the context or the parties hereto so require.

IN WITNESS WHEREOF, the Grantor has hereunto affixed its corporate seal by its proper officers duly authorized in that behalf, and the Grantee has affixed his hand and seal.

The Corporate seal of the Grantor was hereunto allixed in the presence of:

SIGNED, SEALED and Delivered by the Grantee in the presence of:

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C. B. RILEY CONSTRUCTION CO. LTD.

President

Sorreiary Treasurer

July 1 reasurer

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