

End

GB 2555

LAND TITLE ACT

FORM 17, (Section 152 (1))

APPLICATION

NOTE: Before submitting this application applicants should check and satisfy themselves as to the tax position, including taxes of the Crown, provincial, a municipality and improvement, water and irrigation districts.

NATURE OF INTEREST:

Charge



True

Value

RESTRICTIVE COVENANT PURSUANT TO SECTION 150 L.R.A.

(Nature of charge)

HEREWITH FEES OF \$.....

ADDRESS of person entitled to be registered as owner, if different than shown

in instrument:

Legal Description, if not shown in instrument being submitted with this application:

Full name, address, telephone number of person presenting application:

K.D. JACQUES, 800 HORNBY ST., VANC., B.C. V6Z 2G5

K.D. Jacques

Signature of applicant, or
solicitor or authorized agent

01/12/88 A3894h CHG FREE .00

PER:

ll

***LEGAL DESCRIPTION**

LOT 10

BLK 12

WESTLYNN

PLAN 15015

FORM 1 (Section 36)

MEMORANDUM OF REGISTRATION

Registered on application received on
the day and time written hereon
K. D. JACQUES, Registrar of the
Vancouver Land Title Office

LAND REGISTRY
VANCOUVER, B.C.

1959 FEB 3 AM 11:48



No. 398616-1

LAND REGISTRY ACT
FORM A
(Section 125)

398616

Application for Registration of Fee-simple

Date February 2nd, 19 59.

I, ELIZABETH E. B. BOX, solemnly
declare that I am ~~on Solicitor for~~ the duly authorized Agent of Clover Leaf Construction Ltd.,
and that it is entitled to be
registered as the owner in fee-simple of the land hereunder described, and hereby make application under the
provisions of the "Land Registry Act" and claim registration accordingly.

The full name, address, and occupation of the person so entitled to be registered as owner is Clover Leaf Construction Ltd., a Company duly incorporated under the laws of the Province of British Columbia, & having its registered office situate at 1379 Marine Drive, In the Municipality of West Vancouver, Province of British Columbia;

* Not applicable where the applicant is a corporation. Strike out words not applicable.

~~Is a British subject.~~ (Or)
~~Is not a British subject.~~ (Or)

I am informed by the purchaser, and

(Adapt to suit circumstances.)

† For use where the application is made by a solicitor or agent.

verily believe, that the person so entitled to be registered as owner is a British subject ~~(or is not)~~

The fee-simple is registered in Vol. 238-393381, Fol. 1, of the Register.

DESCRIPTION OF LAND

MUNICIPALITY OR ASSESSMENT DISTRICT	LOT OR SECTION	ADMEASUREMENT OR ACREAGE
Municipality of North Vancouver	Lot 10, Block 12, D. L. 553 & 615, Grp. 1, N.W.D. Plan 10015	

LIST OF INSTRUMENTS

DATE	PARTIES	CHARACTER OF DEED
February 2nd 1959	N. W. Hullah Corporation Ltd., to Clover Leaf Construction Ltd. Tax Certificate attached hereto	Deed of Land

And I solemnly declare that I have investigated and ascertained the value of the said land, and that the market value thereof at the date of this application, including all buildings and improvements thereon erected, is \$3,400.00 dollars, and that the title deeds mentioned hereon are all those in my custody, possession, or power, relating to the said land, *(in the case of a Solicitor or Agent, add)* and to the best of my belief there are no other title deeds in the custody, possession, or power of the owner, relating to the same; and I am duly authorized by the above-named owner to make this application, *(in the case of an Agent, add)* and I reside in the Province of British Columbia, and am of the full age of twenty-one years. And I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the "Canada Evidence Act."

DECLARED before me this 2nd
day of February, 19 59,
at North Vancouver, British Columbia.

(Signature)

(Full post-office address)
For mailing notices and documents.

1295 Marine Drive

North Vancouver, B. C.
A NOTARY PUBLIC IN AND FOR THE
PROVINCE OF BRITISH COLUMBIA

IMPORTANT.—In all cases where a tax certificate is required, the particulars on the reverse side shall be completed by the vendor or purchaser, or his solicitor or agent, otherwise the application may be rejected.

398616

THIS INDENTURE made the 2nd day of February, in the year of our Lord one thousand nine hundred and fifty-nine

IN PURSUANCE OF THE "SHORT FORM OF DEEDS ACT"

BETWEEN:

N. W. HULLAH CORPORATION LTD., a company duly incorporated under the laws of the Province of British Columbia, having an office situate at 1297 Marine Drive, in the Municipality of North Vancouver,

in the Province of British Columbia,

(hereinafter called the "Grantor")

OF THE FIRST PART;

AND:

CLOVER LEAF CONSTRUCTION LTD., a Company duly incorporated under the laws of the Province of British Columbia, and having a registered office situate at 1379 Marine Drive, in the Municipality of West Vancouver, in the Province of British Columbia,

(hereinafter called the "Grantee")

OF THE SECOND PART.

WHEREAS the Grantor is the owner in fee simple of all the lands situate in the Municipality of North Vancouver, in the Province of British Columbia, included in and subdivided by Plan numbered 10015, deposited in the Land Registry Office at the City of Vancouver, in the Province of British Columbia, 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 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 THREE THOUSAND FOUR HUNDRED & 00/100 - - - - -

(\$3,400.00) - - - - - Dollars of the lawful money of Canada now paid by the said Grantee to the said Grantor (the receipt whereof is hereby 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 North Vancouver, in the Province of British Columbia, and more particularly known and described as:

LOT Ten (10),

BLOCK Twelve (12),

DISTRICT LOT Five Hundred & Fifty-three (553) and Six Hundred Fifteen (615),

Group One (1), New Westminster District, according to a map or plan deposited in the Land Registry Office at the City of Vancouver, in the Province of British Columbia, and therein numbered 10015

TOGETHER with all buildings, fixtures, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments 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 the said premises.

TO HAVE AND TO HOLD unto 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 Crown, and subject to all taxes, rates and local improvement assessments whether already or hereafter assessed.

The said Grantor 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 Grantor, and that the said Grantee shall have quiet possession of the said lands, free from all encumbrances, save as aforesaid, and save and except as hereinafter set forth.

And the said Grantor COVENANTS with the said Grantee that it will execute such further assurances of the said lands as may be requisite.

And the said Grantor 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 Grantee ALL ITS CLAIMS upon the said lands, save and except as hereinafter set forth.

THE GRANTEE HEREBY COVENANTS with the Grantor 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 covenants may run with and bind the lands hereby conveyed and every part thereof and to the intent that the benefits 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 attached hereto.

WHEREVER the singular or masculine are used throughout this Indenture, the same shall be construed as meaning the plural or 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.

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

N. M. Hullah Corporation Ltd.

CERTIFICATE OF REGISTRATION
No. 398616L Registered
the 9 day of 2 1959,
in Indragiri's Fees Book
Vol. 259 Folio
on application received the 3 day
of 2 1959
at the hour of 4.30 H. R. R. R.
Registrar

SCHEDULE OF RESTRICTIVE COVENANTS

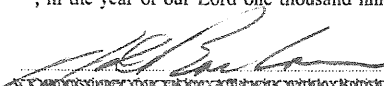
Referred to in the attached Conveyance

1. There shall not be erected, constructed, or made on the lands any residence, buildings, fence or other improvement, addition or alteration thereof, unless and until the proposal to erect such building, or make such improvements, addition or alteration, and proper plans, elevations and specifications thereof (setting forth all materials to be used, with details as to their quantities and qualities) shall have been first submitted to, and approved in writing by, the Grantor who shall have the right and power to approve or reject the same.
 2. No poultry, swine, sheep, cows, cattle or other livestock shall be kept on the premises.
 3. No building or part thereof on the lands shall be used as a boarding house, rooming house, hotel, beer parlour, resort, store, restaurant, shop or place of trade or business and no trade or business of any kind shall be carried on on the said lands, provided, however, that (subject to the other restrictions in this Schedule) this restriction shall not prevent physicians, lawyers, writers, artists or other professional men, or women from having their offices or studios on the premises, nor prevent the erection or use of any building or part of any building, or the use of the premises or any part thereof, for a school for children, PROVIDED such erection and use shall first have received the sanction and approval of the Grantor.
 4. The Grantee 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 3 hereof.
 5. 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 pursuant to Restrictive Covenant 3 hereof.
 6. The Grantee shall not erect on the said lands 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 1 hereof.
 7. No water from any stream, culvert, ditch, pond or collection of water shall be diverted, dammed or drained, nor shall any culvert, ditch, stream or water flow be altered or interfered with without the consent in writing of the authorities provided in Restrictive Covenant 1 hereof.
 8. No trees, shrubs, or other growth shall be allowed to grow, be or remain on any part of the said lands in any manner that shall or may interfere with any poles or wires erected for the conveyance of electrical energy or the carrying of telephone wires, or that may in any way interfere with any guy wires necessary to support any such poles.
 9. No fence shall be erected or hedge maintained extending beyond the front of the house or building at a height greater than thirty (30) inches nor at the rear or side of any house or building higher than five (5) feet.
 10. Wherever and whenever the approval or consent of the Grantor is required to be obtained, such approval or consent may be given by such officer, agent, committee, person or persons as may from time to time be nominated or appointed in writing by the Grantor for such purpose and such power or appointment or right of nomination may be delegated by the Grantor, and such appointee or nominee shall have the right to withhold approval of, or their consent to, and may reject any matter or thing submitted for approval or consent.
 11. The restrictions and stipulations herein contained shall not be deemed to be exclusive either of other restrictions or stipulations contained in this Indenture or of the requirement of the by-laws of the Corporation of the District of North Vancouver or of the obligations or liabilities imposed by Statute or the common law on owners or occupiers of land, all of which shall be duly observed and complied with.
 12. Nothing herein contained shall be construed or implied as imposing on the Grantor any liability in the event of non-compliance with or non-fulfillment of any of the covenants, conditions, or stipulations herein contained, or contained in any conveyance or other agreement for the sale of any parcel of land within the said subdivision.
 13. The Grantor and its successors in title, owner or owners for the time being of the part or parts of the said subdivision remaining unsold shall have power, in its absolute discretion, from time to time by any Deed or Deeds or by writing under its hand to waive or vary or release any of the said stipulations in respect of the land and premises hereby conveyed or any other land forming part of the said subdivision or to sell and convey any part thereof which has not been sold prior to the date hereof free from any or all of the said restrictions and stipulations and either subject or not to any different restrictions or stipulations. Provided nevertheless that the power hereby reserved shall not be exercisable so as to create a radical alteration in the scheme of development comprised in the stipulations herein contained, and that any purported exercise of the same contrary to this proviso shall be void. Provided nevertheless that the power hereby reserved shall not be exercisable without having first obtained the approval of the Corporation of the District of North Vancouver in writing to the exercising of the said power.
 14. Wherever the word "premises" is used in this Schedule or in the said Deed the same shall mean the lands described in the said Deed and which are the subject of the sale hereunder.
- This Schedule shall be read with and form part of the within Deed to the same extent as if embodied therein, and the restrictions and stipulations herein contained shall not be deemed to be exclusive either of other restrictions or stipulations contained in the said Deed or of the obligations or liabilities imposed by Statute or the common law on owners or occupiers of land, all of which shall be duly observed and complied with.

FOR THE SECRETARY (OR OTHER OFFICER) OF A CORPORATION

I HEREBY CERTIFY that, on the 2nd day of February, 1959, at North Vancouver, in the Province of British Columbia, N. W. Hullah who is personally known to me appeared before me and acknowledged to me that he is the President of N. W. HULLAH CORPORATION LTD., and that he is the person who subscribed his name to the annexed instrument as President of the said N. W. HULLAH CORPORATION LTD., and affixed the seal of the N. W. HULLAH CORPORATION LTD. to the said Instrument, that he was first duly authorized to subscribe his name 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 at Vancouver, in the Province of British Columbia this 2nd day of February, in the year of our Lord one thousand nine hundred and fifty-nine


A Notary Public in and for the Province of British Columbia.

398616-L

Date February 2nd 1959

N. W. HULLAH
CORPORATION LTD.

- TO -

CLOVER LEAF CONSTRUCTION LTD.

Deed of Land

LOT 10,

BLK. 12,

D.L. 553 and 615,

GROUP 1, N.W.D., PLAN 10015

WESTLYNN PARK

1295 Marine
Drive



North Vancouver
B.C.

Telephone YUkon 8-4101



398616