

LAND SERVICES SEARCH REQUEST CLIENT COPY



4126 Norland Avenue
 Burnaby, BC V5G 3S8
 Phone: 604-637-4000 / 1-800-561-1404
 Fax: 604-637-4001 / 1-800-590-3310

Order #: 5920962
Reference: 14478 Blackburn
Ordered on: 2016-05-05

Attention: Beebe Cline
 Client #: 24446
 Hugh And McKinnon Realty
 14007 16th Ave.,
 White Rock, BC, V4A 1P9

Phone: 604-531-1909

Requested services on the following:

Address: 14478 Blackburn
 White Rock, BC
 Registry: BC Online (Land)
 PID: 007-511-973
 Special instructions: Please provide Restrictive Covenant Registration # 173418C Remarks;
 see 332711E. No title thank you
 Special instructions for the client: 1 doc

Requested services:

Copy: see below

Billing information:

Bill to: Client #: 24446
 Hugh And McKinnon Realty

Return method:

Other: D+H CollateralGuard RC

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Lurvey

APPLICATION No. 3

DEPOSIT No. 173418

173418C
173418

Deposited

CHARGE

APPLICANT

A. H. Thompson

FULL ADDRESS

Box 355

White Rock

July

TO

*Restrictive
Covenants
Sec. 149 LRA
Dumming*

MEMO

DRAFTED

11-10-54

17-8-54

1146 AM

MARKED UP BY

FAH

REFERENCE

331654E

DRAFTED BY

[Signature]

DATE

19

REG BY

DATE

19

REF

CERTIFICATE

CARD MARKED BY

[Signature]

INDEXED BY

MARKED OFF BY

CHECKED BY

COMPARED BY

ML

This Indenture

Made the 13th day of August in the year of our Lord one thousand nine hundred and fifty-four.

In Pursuance of the "Short Form of Deeds Act"

Between

DONALD GEORGE MUNRO, postmaster, and AGNES TORRANCE MUNRO, his wife, both of Victoria Avenue, White Rock, in the Municipality of Surrey, in the Province of British Columbia, as joint tenants,

Insert full Name, Street Address and Occupation of Grantor and of Grantee.

(hereinafter called the "Grantor")

AND

WILLIAM WALLACE TAYLOR, contractor, of Carvolth Road, in the Municipality of Langley, in the Province of British Columbia,

(hereinafter called the "Grantee")

WITNESSETH that, in consideration of One thousand, five hundred (\$1,500.00)

Dollars of the lawful money of Canada now paid by the said Grantee to the said Grantor (the receipt whereof is hereby by him acknowledged) he, 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 Surrey, and the Province of British Columbia, and being more particularly known and described as Lot Twenty-one (21), of part of the North west quarter (N.W. 1/4) of Section Ten (10), Township One (1), according to a registered map or plan thereof deposited in the Land Registry Office at New Westminster and numbered 12605, New Westminster District.

332711E
Oct 54
332711E
17/8/54
11:45 P.M.
A.C. Mullen
S.D.C.

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 him, 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 he 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 the said Grantor Covenants with the said Grantee that he will execute such further assurances of the said lands as may be requisite.

AND the said Grantor Covenants with the said Grantee that he has done no acts to encumber the said lands.

AND the said Grantor **Releases** to the said Grantee **All His Claims** upon the said lands.

WHEREVER the singular or masculine is 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 said parties hereto have hereunto set their hands and seals on the date first above mentioned.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF
Signature of Witness } *(Handwritten Signature)*
Street Address } *2585 - W. 8th Ave*
City or Town } *Vancouver B.C.*
Occupation of Witness } *Asst. Public Accountant*

(Handwritten Signature)

(Handwritten Signature)
(Handwritten Signature)

STATUTORY DECLARATION OF ATTORNEY

I, _____ of the _____ in the Province of British Columbia,
DO SOLEMNLY DECLARE:—

1. That I am the attorney for _____ (Name of Donor)
2. That I am the person who subscribed the name of _____ (Name of Donor) in the annexed instrument as the Maker thereof.
3. That at the time of the execution of the said instrument the power of attorney had not been revoked by or on behalf of _____ (Name of Donor), and I have not received any notice or information of the death, disability, or bankruptcy of _____ (Name of Donor)
- [Or if the donor of the power is a corporation, substitute for 3 (ante)]—
3. That at the time of the execution of the said instrument the power of attorney had not been revoked by or on behalf of _____ (Name of Donor), and I had not received any notice or information of the bankruptcy or dissolution of _____ (Name of Donor)
4. That I know the contents of the said instrument and subscribed the name of the said _____ (Name of Donor) thereto voluntarily as the free act and deed of the said _____ (Name of Donor)

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 at _____ }
in the Province of _____ }
this _____ day of _____ 19 _____ }

A Notary Public in and for the Province of British Columbia,
A Commissioner for taking affidavits within British Columbia.

For the purpose of creating a building scheme as respects the land comprised in the Certificate of Title number 311937E and Certificate of Title number 331654E registered in the Land Registry Office in the City of New Westminster, Province of British Columbia, each of the Grantees as to the plot of land purchased by him and with intent to bind all persons in whom the same plot of land shall for the time being be vested (but not so as to be personally liable under this covenant, so far only as regards covenants which are restrictive of the user of the land, after he has parted with the same plot), hereby covenants with the others of them, and also as a separate covenant with the Grantor; And the Grantor, as to the remaining plots of land comprised in this building scheme, and with intent to bind all persons in whom the said plots of land shall for the time being be vested (but not so as to be liable under this covenant, so far only as regards covenants which are restrictive of the user of the land, after it has parted with the same plots respectively), hereby covenants with the Grantees respectively that each covenanting party and his successors in title will henceforth observe and perform the stipulations hereinafter expressed so far as the same effect the said plots of land respectively, that is to say:-

- (1) It is expressly understood and agreed that the covenants and agreements herein shall run with the land herein, and shall be binding upon the Grantee and all persons claiming through, under or in trust for him, and for the purpose of ensuring that the said covenants shall continue to run with the land, the Grantee further covenanting with the Grantor that he, the Grantee, and his heirs, executors, administrators and assigns, will, in every conveyance, lease or other assurance of the said land or any part thereof, give to the Grantee, lessee or purchaser thereof express notice of the said covenants and agreements above mentioned.
- (2) The Grantee will not erect or maintain any dwelling, building, wall, fence, pole, aerial, or other structure on the said land until the plans and specifications therefor, 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 architects.
- (3) No poultry, swine, sheep, cows, cattle or other livestock shall be kept on the premises.
- (4) The Grantee will not carry on or permit to be carried on upon the said land or in any building thereon any trade or business whatsoever save and except in such places of business, worship, congregation, or otherwise, as may be approved by the Grantor in writing.
- (5) 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 doorplate of any professional man or woman, save and except those incidental to any place of business, worship, congregation, or otherwise: as may be approved by the Grantor in writing.
- (6) 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.

W. W. Gayle

(7) The Grantee will erect all buildings on the said plot, at least 35 feet distant from the road allowance or allowances.

(8) The Grantee will construct all buildings on the said plot to a standard of construction requirements equal to or better than those required under the National Housing Act.

(9) The Grantee covenants that the exterior of all buildings on the said plot will be completely finished within eighteen months after the start of the construction thereof.

(10) The Grantee covenants that he will not in any way subdivide or reduce the area of the plot to less than the present dimensions as shown in the plan deposited in the Land Registry Office in the City of New Westminster.

DATED at White Rock, This 31st day of July
A. D. 1954.

SIGNED, SEALED and DELIVERED
in the presence of:

H. J. McQuistin
Salesman, White Rock

W. W. Jaylen