

end

GB 15681

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, municipal and improvement, water and irrigation districts.

NATURE OF INTEREST

Charge True Value

RESTRICTIVE COVENANT PURSUANT TO SECTION 150 L.R.A.
Picture 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 his solicitor or authorized agent

PER: *KD*

***LEGAL DESCRIPTION**

02/18/88 A7273h CHG FREE .00

LOT 23
BLK 17
CAPILANO ESTATES
PLAN 8721

FORM 1 (Section 36)
MEMORANDUM OF REGISTRATION
Registered on application received on
this day and here written hereon
K. D. JACQUES, Registrar of the
Vancouver Land Title Office

LAND REGISTRY
VANCOUVER, B.C.



No. 289828

289828-L

1953 MAY 14 AM 11:58

LAND REGISTRY ACT
FORM A (Section 124)

Application for Registration of Fee-simple

Date May 14th 1953

I, Eraser Wilson Dick, solemnly declare that I am ~~for Solicitor for or~~ the duly authorized Agent of Robert James Young and that Mary Margaret Young and that they are 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 Robert James Young, Asst. Manager and Mary Margaret Young wife of said Robert James Young
5767 Holland Street
Vancouver B.C.

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

I am a British subject * (Or)

I am not a British subject * (Or)

I am informed by the grantors joint tenants and

verily believe, that the person so entitled to be registered as owner is a British subject ~~for~~ is not a British subject.

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

The fee-simple is registered in Vol. _____, Fol. _____, of the Register.

DESCRIPTION OF LAND

MUNICIPALITY OR ASSESSMENT DISTRICT	LOT OR SECTION	ADMEASUREMENT OR ACREAGE
<u>Town of West Vancouver B.C.</u>	<u>Lot 23 Block 17 in that portion of West Vancouver known as "Chilano Estates" plan 1 NW. Plan 8721</u>	<u>\$ 1225 ✓</u>

LIST OF INSTRUMENTS

DATE	PARTIES	CHARACTER OF DEED
<u>28th April 1953.</u>	<u>British Properties Limited and Robert James Young & Mary Margaret Young Joint Tenants</u>	<u>Conveyance subject to \$381.00 \$1144.00 10233.00</u>
	<u>See recit herewith</u>	

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 2250.00 dollars, and that the title deeds recorded 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 14th day of May 1953 at Vancouver, British Columbia. (Signature) Eraser W Dick (Full post-office address) 435 Howe St.

* SPM-1233-4104 (4)

CLERK OF THE LAND REGISTRY

Do not write outside the addition. Spaces reserved for Machine.

289828

This Indenture, made the twenty-eighth

day of April in the year of Our Lord one thousand nine hundred and fifty-three

IN PURSUANCE OF THE "SHORT FORM OF DEEDS ACT"

BETWEEN

BRITISH PACIFIC PROPERTIES LIMITED, a company incorporated in British Columbia, having its registered office at 355 Burrard Street, Vancouver, British Columbia,

AND

(hereinafter called the "GRANTOR");
ROBERT JAMES YOUNG, Assistant Manager, and MARY MARGARET YOUNG, wife of the said Robert James Young, both of 5767 Holland Street, in the City of Vancouver, Province of British Columbia,
JOINT TENANTS,

(hereinafter called the "GRANTEE").

WHEREAS the Grantor being seized in unencumbered fee simple in possession of an estate in the Municipality of the District of West Vancouver, County of Vancouver, British Columbia, and called or known by the general name of "Capilano Estates," laid out the said Estate with a view to the sale thereof for building in lots as shown on subdivision plans of the said Estate registered in the Land Registry Office at Vancouver, B. C., and has on the said Estate constructed certain roads and boulevards, and has thereon and therein installed a water supply and surface drainage system for the convenience of the persons erecting houses on such Estate;

AND WHEREAS the Grantor has already agreed to sell to purchasers certain of the said lots subject to the covenants on the part of each such Purchaser to observe certain stipulations and restrictions the terms of which are generally the same as those hereinafter set forth (in the Schedule hereto) it being intended that all purchasers of lots or parcels forming part of the said building estate or scheme should enter into similar covenants;

AND WHEREAS the hereditaments hereinafter described form a portion of the said building estate;

AND WHEREAS the Grantor has agreed to sell to the Grantee and the Grantee has agreed to purchase of and from the Grantor, upon the terms and subject to the conditions and reservations hereinafter appearing, the lands and hereditaments hereinafter mentioned:

WITNESSETH, that, in consideration of - - - TWO THOUSAND TWO HUNDRED AND FIFTY - - -

- - - - - DOLLARS (\$-2,250.00- -) of lawful money of Canada now paid by the said Grantee to the said Grantor (the receipt whereof is hereby acknowledged) and in consideration of the covenants, terms and stipulations hereinafter expressed, 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 West Vancouver, Province of British Columbia, and being more particularly described as Lot - - - Twenty-three (23) - - - - of Block - - - Seventeen (17) - - - in that portion of the said Municipality of West Vancouver known as "Capilano Estates," Group 1, New Westminster District, according to a plan numbered - - - 8721 - - - - and deposited in the Land Registry Office at Vancouver, B. C.

TOGETHER with all buildings, fixtures, conveniences, 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, rights, 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, privileges 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; (and if the said land has not been assessed separately then the Grantee shall pay, or reimburse the Grantor for, a pro rata part of the taxes assessed on the lands of which the land purchased forms a part, and in that behalf regard shall be had to the area, value, and time of sale); AND SUBJECT TO the terms, restrictions, stipulations, covenants and conditions hereinafter set forth which shall attach to and run with the said lands as part of, and incidental to, the building scheme with respect to the said Subdivision; AND SUBJECT TO an easement on and over the said premises granted to British Columbia Electric Railway Company Limited registered in the Land Registry Office as a charge under number - 8444-21 - - - - and an easement on and over the said premises granted to British Columbia Telephone Company registered in the Land Registry Office as a charge under number - - - 10233-21 - - - - AND SUBJECT TO a further easement on and over the said premises granted to the Corporation of the District of West Vancouver registered in the Land Registry Office as a charge under number - - - 8381-N - - - -;

GRANTOR'S COVENANTS

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 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 as aforesaid.

GRANTEE'S COVENANTS

THE Grantee, as to the parcel hereinbefore described, with intent to be binding upon all persons who may for the time being be sub-purchasers, assignees, transferees, lessees, occupiers, or successors in title of the said lands or of the interest of the Grantee or of any of said persons therein and thereto, but upon the Grantee and each of said persons respectively only so long as he shall have any right, title or interest in or to said parcel either at law or in equity, HEREBY COVENANTS with the Grantor and its successors and assigns that the said Grantee and all persons deriving title from him and his successors in title or interest, and all the persons hereinbefore referred to, will at all times hereafter observe and perform the restrictions, stipulations and conditions set forth in the Schedule of Restrictions hereinafter appearing, and in the next succeeding paragraph hereof, with intent also that this covenant and such restrictions, stipulations and conditions shall run with and be binding upon said premises and every part thereof unto whosoever hand the same may come, and the same shall enure to the protection and benefit of every other of the said lots or parcels in the said Subdivision and every beneficial owner and occupier thereof for the time being, severally, and his or their successors in title or interest, with full power to enforce the performance and observance of the said covenants.

AND the Grantee further covenants as follows:

~~(a) That the Grantee shall not sell, assign, or transfer the said lands or any interest therein to any person or persons of the African or Asiatic race or of African or Asiatic descent and will not lease, let, or sublet to any such person or persons the said premises or any part thereof or any building which may be on the said premises, or any part of such building;~~

(b) That the Purchaser shall not during the currency of any Fixed Assessment Agreement between the Grantor and the Corporation of the District of West Vancouver request or consent to any "Local Improvement" affecting the said lands or any part thereof;

(c) That the Grantee shall procure every person to whom the said lands or any parcel or parcels thereof or any interest therein is or are sold or transferred to enter into covenants similar to those contained in this and the next preceding paragraph hereof and in the Schedule herein, and such covenants shall be expressed to enure to the protection and benefit, severally, of the Grantor and of the beneficial owners and occupiers of every other lot or parcel in said Subdivision and their successors in title or interest.

SCHEDULE OF RESTRICTIONS

1. There shall not be erected, constructed, or made on the premises any residence, building, fence, or other improvement or any addition thereto or alteration thereof unless and until the proposal to erect such building, or make such improvement, 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 building, fence, or other improvement shall be erected or constructed on the premises and no additions or alterations shall be made thereto except at such place or places and in such position on the premises as shall be approved by the Grantor.
3. 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.
4. No building or part thereof on the premises shall be used as a boarding house, rooming house, hotel, beer parlour, resort, store, restaurant, shop, or place of trade or business and no trash or business of any kind shall be carried on on the said premises; 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 have first received the sanction and approval of the Grantor.

Cancelled as to discriminatory covenant
May 4-2022
Section 222 LT.

- 5. No residence, building or parcel shall be partitioned, subdivided or let with the intent or purpose that the same, or any part, or parts, thereof be used, or occupied, nor shall the same be used, or occupied, by more than one family or household unit; nor shall the premises be subdivided into two or more parcels unless and until the plan, or plans, of the proposed subdivision shall have been submitted to and approved in writing by the Vendor, who shall have the right and power to approve or reject the same.
- 6. No poultry, swine, sheep, cows, cattle, or other livestock shall be kept on the premises.
- 7. ~~No person of the African or Asiatic race or of African or Asiatic descent (except servants of the occupier of the premises in residence) shall reside or be allowed to remain on the premises.~~
- 8. No water from or in any stream, culvert, ditch, pond or collection of water shall be diverted or drained nor shall any culvert, ditch, stream, or waterflow be interfered with or changed without the consent in writing of the Grantor.
- 9. No dwelling or other building shall be erected on the premises within a distance from any road, lane or boulevard less than that which is specified, in that behalf, in any building by-law or other by-law of the Municipality of West Vancouver respecting building lines or building restrictions; and in any event no dwelling or other building shall be erected less than twenty (20) feet from any road, boulevard or street in front of the premises.
- 10. No bill-boards, placards, advertising, or signs of any kind shall be erected or displayed on the premises, or any part thereof, or on any residence or building, or in any window or door of any residence or building on the premises.
- 11. No trees, shrubs or other growth shall be allowed to grow, be, or remain on the premises in such a way or in such a place or places as shall or may interfere with any poles or wires erected for the conveyance of electrical energy or for the carrying of telephone wires in the right-of-way immediately adjoining the said premises, at the rear thereof, or interfere with any guy wires to support such pole line which may be placed and maintained on said premises.
- 12. 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 of appointment or right of nomination may be delegated by the Grantor, and such appointees or nominees shall have the right to withhold approval of, or their consent to, and may reject, any matter or thing submitted for approval or consent.
- 13. Wherever the word "premises" is used in this Schedule or in this Indenture the same shall mean the lands described herein and which are the subject of said hereunder.
- 14. 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 requirements of the By-laws of the Corporation of the District of West 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.

Cancelled as to
discriminatory
Covenant
May 4-2022
Section 222 U.

IT IS EXPRESSLY AGREED between the parties hereto that notwithstanding anything hereinbefore contained whether expressly or by implication, the Grantor shall have the right to subdivide all or any or any part or parts of the said lots shown on the said subdivision plan and to sell or otherwise dispose of or deal with any such subdivision or subdivisions in the same manner in all respects as if each such subdivision were one of the original lots shown on the said plan, provided, however, that no one of such subdivisions shall have an area of less than one quarter of an acre.

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisions and agreements, rights, powers, privileges and liabilities hereinbefore contained in this Indenture shall be read and held as made by and with, granted to and/or imposed upon, the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, the same as if the words "heirs, executors, administrators, successors and assigns" had been inscribed in all proper and necessary places; and wherever the singular or the masculine pronoun is used, the same shall be construed as meaning the plural or feminine or body politic or corporate where the context or the parties hereto so require.

IN WITNESS WHEREOF the Grantor, British Pacific Properties Limited, has caused its corporate seal to be hereunto affixed attested by the hands of its proper officers and the Grantee has hereunto set his hand and seal the day and year first above written.

SEALED AND DELIVERED by the Grantor
Company in the presence of:

P. W. Young
Director
M. M. Young
Secretary

SIGNED, SEALED AND DELIVERED
by the Grantee in the presence of:

Robert James Young
Signature
8019, August St
Address
Vancouver B.C.
City
General Manager
Occupation

Robert James Young
ROBERT JAMES YOUNG
Mary Margaret Young
MARY MARGARET YOUNG

289828

ACKNOWLEDGMENT OF OFFICER OF CORPORATION

I HEREBY CERTIFY that, on the fourth day of May, 1953, in the City of Vancouver, Province of British Columbia, Robert L. McFarlane, Secretary of British Pacific Properties Limited, and that he is the person who subscribed his name to the annexed instrument as Secretary of the said British Pacific Properties Limited, and affixed the seal of the said British Pacific Properties Limited to the said instrument, that he was first 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 the City of Vancouver, in the Province of British Columbia, this fourth day of May, one thousand nine hundred and fifty three.

Allan A. Cameron
Commissioner for taking oaths within British Columbia.

DATED April 28, 1953.
289828-1

BRITISH PACIFIC PROPERTIES LIMITED

ROBERT JAMES YOUNG
and
MARY MARGARET YOUNG

Deed of Conveyance

289828-1
May 27 1953
1953
1953
1953

Transfer: 1901 Vancouver
284014 note
R.C. Lane Local

Application No. 1924
289828
289828

Date and Time of Application: 14/5/53 11.58

Indefeasible Fees, Vol. Fol. Date of Registration:

REGISTERED OWNER:

Robert James Young
Mary M. (Margaret) Young (his wife)
Joint Tenants
5767 Holladay St

O.D.F.I.C.

PARCELS DESCRIPTION.

Munc. W.V.
Lot 23
Block 17
Capitolo
ESTATES
Sp. 1, N.W. 10
Plan B/21
Land shown in
within a
building scheme
see 288091

LIST OF INSTRUMENTS:

20/4/53
British Pacific Properties
Limited
to - L.C.

Deeds Deposited:

E. EASEMENT

Documents Filed:

ENDORSEMENTS:

all E 8381^m 28/3/38 The Corporation of the as therein set
(inter alia) 11.00 District of West Vancouver out
all E 8444^m 29/3/38 British Columbia Electric as therein set
(inter alia) 10.25 Railway Company Limited out
all E. 10233^m 15/8/38 British Columbia Telephone as therein
(inter alia) 10.32 Company set out
all R.L. 149
L.R. Act
set out in 289828
except clauses
"A" and "7. (over)"

170451M

* P.O. 42-0

2250 B

Ala M. 170451 M
(Linteralia) 1415153
203030 1159

Robert Kern \$18,000 Inv 5 3/4 %
289828