Status: N/A
Doc #: 496930M
RCVD: 1969-09-25 RQST: 2021-05-25 14.00.51

LAND REGISTRY
VANCOUVER, B.C.

'69 SEP 25 PM 1.41

496930-M

No. 496930

0.00

LAND REGISTRY ACT

FORM C
(Section 128)

Application for Registration of Charge

Date ....., 19....

I, ..., solemnly declare that I am [*or* Solicitor for *or* the duly authorized Agent of ..... and that he is] entitled to a * ..... over the land hereunder described, and hereby make application under the provisions of the "Land Registry Act" and claim registration of a charge accordingly.

The full name, address, and occupation of the person so entitled to be registered as owner of the charge is .....

† 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 ..... (Adapt to suit circumstances.), and verily believe, that the person so entitled to be registered as owner of the charge is a British subject [*or*] 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. 3151 of the Register. 596643L

DESCRIPTION OF LAND

Municipality or Assessment District	Lot or Section	Admeasurement or Acreage
Vancouver Assessment District	Lot 6, S.D. 5383 Group 1, N.W.D. Plan 13331.	

LIST OF INSTRUMENTS

Date	Parties	Character of Deed
CCC R.C. 496930 25/9/69 1.41	Building-restrictions as set out in 596643L	sec 596643-L

Do not write outside the side-line. Space reserved for binding.

And I solemnly declare that I have investigated and ascertained the value of the interest covered by the charge, registration of which is hereby applied for, and that the true value thereof at the date of this application is ..... dollars: [*In the case of a Solicitor or Agent, add*] and I am duly authorized by the 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 ..... day of ....., 19.... at ....., British Columbia.

(*Signature*) .....

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

* NOTE.—Insert here the estate less than the fee-simple, or encumbrance or equitable interest claimed in, over, or upon the land; e.g., mortgage in fee-simple for $500, estate for life, lis pendens (according to circumstances, upon, in, over).

*0

Application No. 180030

Sec 150

CHARGE I. P. act

Applicant

Full address

Nature of Charge

Remarks

Marked up by Reference 31 J 59643 L

Drafted by Date 30/9/69 19

Marked off by

Checked by

Name indexed by

Compared by 2/10/69

Status: N/A Doc #: 496930M RCVD: 1969-09-25 RQST: 2021-05-25 14.00.59

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596643 L 596643

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

F2969 532421 LS A 13

LAND REGISTRY ACT
FORM A
(Section 126)

Application for Registration of Fee-simple

Date September 25th, *1969*

I, MAX OSTEN, solemnly declare that I am [*or* Solicitor for ~~xxxx

Status: N/A Doc #: 496930M RCVD: 1969-09-25 RQST: 2021-05-25 14.00.51

596643

THIS INDENTURE made the 19th day of September in the Year of Our Lord One Thousand Nine Hundred and Sixty-nine

IN PURSUANCE OF THE "SHORT FORM OF DEEDS ACT"

BETWEEN:

596643 E

R. I. M. DEVELOPMENTS LTD., a body corporate, duly incorporated under the laws of the Province of British Columbia and having a place of business at Suite 7, 650 Clyde Avenue, in the Municipality of West Vancouver, in the Province of British Columbia,

(hereinafter called the "Grantor"),

OF THE FIRST PART,

AND:

DAVID ZACK, Oral Surgeon, of 5789 Hudson Street, in the City of Vancouver, in the Province of British Columbia,

(hereinafter called the "Grantee"),

OF THE SECOND PART

WHEREAS the Grantor is the registered owner in fee simple free of encumbrances of:

> ALL AND SINGULAR those certain parcels or tracts of land and premises situate, lying and being in the Vancouver Assessment District, in the Province of British Columbia, and being more particularly described as : Lots One (1) to Fifteen (15), both inclusive, of District Lots One Thousand Seven Hundred and Forty-five (1,745) and One Thousand Seven Hundred and Forty-six (1,746), Group One (1), and a portion of a part of Block "A", District Lot Five Thousand Three Hundred and Eighty-three (5,383), Group One (1), Plan 7210, lying to the West of Block "B" (Reference Plan 4287) of District Lot Six Thousand Three Hundred and Ninety-six (6,396), Group One (1), New Westminster District Plan 13331,

and is desirous of developing the same as a building estate subject to certain restrictions and for that purpose has adopted a common form of conveyance (being generally in the form of these presents) containing certain restrictions on the use and enjoyment of the said lots;

AND WHEREAS it is the intention of the Grantor and the Grantee purchases on the understanding that each of the said lots and every part or parts thereof shall be bound by the said restrictions for the benefit of each of the other of the said lots and any part or parts thereof save and except insofar as the said restrictions may be modified, varied or waived as hereinafter provided;

WITNESSETH that in consideration of and for the sum of - - - - - Eighteen Thousand Five Hundred - - - - - - - - - - - - - - - 00/100 - - - - Dollars ($18,500.00) of lawful money of Canada now paid by the said Grantee to the said Grantor (the receipt whereof is

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hereby by him 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 Vancouver Assessment District, in the Province of British Columbia, and being more particularly known and described as:

Lot Six (6),
District Lot Five Thousand Three Hundred and Eighty-three (5383),
Group One (1), New Westminster District,
Plan 13331.

Land herein within building scheme see 590772L.

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 the restrictive covenants hereinafter contained.

THE GRANTOR COVENANTS WITH THE GRANTEE that it has the right to convey the said lands to the Grantee, notwithstanding any act of the Grantor and that the Grantee shall have quiet possession of the said lands, free from all encumbrances;

AND THE GRANTOR COVENANTS WITH THE GRANTEE that it will execute such further assurance of the said lands as may be requisite;

AND THE GRANTOR COVENANTS WITH THE GRANTEE that it has done no acts to encumber the said lands;

AND THE GRANTOR RELEASES to the Grantee ALL ITS CLAIMS upon the said lands;

AND THE SAID GRANTEE COVENANTS WITH THE SAID GRANTOR and all persons claiming under him, the owner or owners, from time to time of the said lots and every part or parts thereof, other than the lot hereby conveyed to the intent that the burden of this covenant may run with and bind the lot hereby conveyed and every part or parts thereof and to the intent that the benefit thereof may be annexed to and devolve with each of the other said lots and every part or parts thereof to observe the restrictions set forth in the Schedule hereto.

PROVIDED, however, that neither the Grantee nor any person claiming under him shall be liable for any breach of this covenant or the said restrictions committed upon any part of the land hereby conveyed after he has parted with all his interest in and possession of the land hereby conveyed;

AND THE GRANTOR COVENANTS WITH THE GRANTEE that he will require the purchaser of each of the other of the said lots to enter into a covenant similar to the hereinbefore contained covenant of the Grantee. Provided, however, that the Grantor may modify, vary or waive any of the said restrictions in respect to any of the said lots, but not so as to affect the general scheme of development of the said lots.

5 86643

AND IT IS EXPRESSLY AGREED between the parties hereto that save as aforesaid all grants, covenants, provisos and agreements rights, powers, privileges, conditions and liabilities contained in this Indenture shall be read and held as made by and with and granted to and 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.

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 corporate seal of the Grantor has been hereunto affixed by the hands of its duly authorized officers and the Grantee has hereunto set his hand and seal the day and year first above written.

The corporate seal of R. I. M. DEVELOPMENTS LTD. was hereunto affixed in the presence of:

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

Max Osten,
1880 - 505 Burrard Street,
Vancouver, B.C.,
Solicitor.

David Zack

596613

ACKNOWLEDGMENT OF OFFICER OF CORPORATION

I HEREBY CERTIFY that on the 24th day of September A.D. 1969, at the Municipality of West Vancouver, in the Province of British Columbia, Richard Murray who is personally known to me, appeared before me and acknowledged to me that he is the President of R. I. M. DEVELOPMENTS LTD. and that he is the person who subscribed his name to the annexed instrument as President of the said R. I. M. DEVELOPMENTS LTD. and affixed the seal of the said R. I. M. DEVELOPMENTS LTD. to the said Instrument, and 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 West Vancouver, in the Province of British Columbia, this 24th day of September A.D. 1969

A Commissioner for taking Affidavits within British Columbia

SCHEDULE OF RESTRICTIONS

(a) The Grantee will not erect or maintain any dwelling, building, wall, fence, pole, aerial or other structure on the said Lot or any addition thereto or alteration thereof until plans and specifications therefor showing the nature, kind, size, height, material, colour scheme and location of such structure, addition or alteration, have been submitted to and approved in writing by the Grantor herein or by an Approving Committee appointed by the Grantor, and the Grantor and the said Approving Committee shall have the right and power to approve or reject the same. Minimum finished floor area to be not less than 1200 square feet.

(b) The Grantee agrees that any dwelling or structure erected on the said Lot after compliance with the provisions of Clause (a) hereof will be fully completed on the exterior within a period of twelve (12) months from the date of commencement of construction of the said dwelling or structure.

(c) The Grantee will not occupy or permit to be occupied any dwelling or structure erected on the said Lot until the exterior of the said dwelling or structure has been fully completed.

(d) No poultry, swine, sheep, cows, cattle or other livestock shall be kept on the premises or the said Lot.

(e) The Grantee will not carry on or permit to be carried on upon the said Lot 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 provided in paragraph (a) hereof.

(f) The Grantee will not erect, expose or maintain or permit to be erected, exposed or maintained upon the said Lot any placard or advertising sign other than the usual door plate of any professional worship, congregation or otherwise as may be permitted pursuant to paragraphs (a) and (e) hereof.

(g) 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 unless the Grantor or Approving Committee shall authorize the construction of a duplex, semi-detached and/or multiple dwelling pursuant to paragraph (a) hereof.

(h) The Grantee shall not erect on the said Lot any dwelling, or other building closer to the road or roads on which such Lot fronts than the building lines established by the Grantor herein or Approving Committee.

(i) 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 Grantor or Approving Committee.

(j) No trees, shrubs, or other growth shall be allowed to grow, be or remain on any part of the said Lot 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 or that may in any way interfere with the facilities of any public utility furnishing services to the said sub-division.

(k) No fence shall be erected or hedge maintained at a height greater than five (5) feet.

(l) 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 or Approving Officer 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 to them for approval or consent.

(m) The restrictions herein contained shall not be deemed to be exclusive either of any obligations or liabilities imposed by statute or law or equity on the owners or occupiers of land, all of which shall be duly observed and complied with.

(n) PROVIDED ALWAYS and the Grantee agrees that the Grantor hereby reserves the right to modify, waive, or release any of the restrictions aforesaid with respect to any particular lot and whether imposed or entered into before or at the same time as or after the date hereof, and the right to modify, waive, or release hereby reserved shall be exercised by the Grantor only with respect to those to whom it is expressly assigned.

WITNESS:

SIGNATURE(S) OF GRANTEE: