

THIS INDENTURE is made the                    day of  
in the year of our Lord

IN PURSUANCE OF THE "SHORT FORM OF DEEDS ACT"

BETWEEN:

PASSAGE ISLAND ESTATES LTD., A Company incorporated  
under the laws of the Province of British Columbia,  
having its head office in the City of Vancouver, in  
the said Province,

(hereinafter called "the Vendor")

OF THE ONE PART

- and -

THOMAS RIGBY MATTY, Retired, and  
FAY GRACE MATTY, His Wife, both of  
9208 - 69th Street, in the City of Edmonton,  
Province of Alberta, "Joint Tenants".

(hereinafter called "the Purchaser")

OF THE OTHER PART

W H E R E A S:

(i) The Vendor is the owner in fee simple of all the lands on Passage Island in the Vancouver Assessment District and Province of British Columbia;

(ii) The Vendor, with the intention of laying out part of the said lands as a building estate, caused to be prepared a plan of sub-division of the said Island (which said plan is registered in the Land Registry Office at Vancouver, in the Province of British Columbia, under Number 12053, whereby the said Island is sub-divided into lots for the purpose of a residential area; the said Building Estate shall include all the lots shown on Plan 12053 except lots 16 & 61, and shall hereinafter be referred to as the said Building Estate.

(iii) The Vendor has caused a common form of Deed of Conveyance (being of the same form as this Deed) to be prepared containing divers covenants to be observed by the owner for the time being of each of such lots in the said Building Estate subject to the power hereinafter contained for the Vendor to waive or vary such covenants;

(iv) It is the intention of the Vendor that, and the Purchaser purchases upon the express understanding that, each Purchaser of a lot in the said building estate is to have the benefit of the covenants binding on each and every other lot in the said building estate whether such other lot is sold to the Purchaser thereof before or after the date of the conveyance by the Vendor to each such Purchaser;

NOW THIS INDENTURE WITNESSETH, that, in consideration of -----  
----- Dollars  
of the lawful money of Canada now paid by the Purchaser to the Vendor (the receipt whereof is hereby by it acknowledged) the Vendor DOETH GRANT unto the Purchaser, his heirs and assigns FOREVER:

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being on Passage Island in the Vancouver Assessment District, and the Province of British Columbia, more particularly known and described as:- Lot Fifty-Nine (59), District Lot Eight Hundred and Forty-One (841), Group One (1), New Westminster District, Plan 12053. These parcels are within a Building Scheme, See 518655-L.

(hereinafter called "the said lands")

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 it, the Vendor, in, to, or upon the said premises;

TO HAVE AND TO HOLD unto the Purchaser, his heirs and assigns, to and for his and their sole and only use forever;

TOGETHER WITH the benefit of the covenants given or to be given by Purchasers of other lots in the said building estate;

SUBJECT NEVERTHELESS to the reservations, limitations, provisos and conditions expressed in the original grant of the said lands from the crown.

THE VENDOR COVENANTS with the Purchaser;

- (a) that it has the right to convey the said lands to the Purchaser, notwithstanding any act of the Vendor,
- (b) that the Purchaser shall have quiet possession of the said lands, free from all encumbrances, save as aforesaid,
- (c) that it will execute such further assurances of the said lands as may be requisite,
- (d) that it has done no acts to encumber the said lands, save as aforesaid.

AND the Vendor releases to the Purchaser all its claims upon the said lands.

AND THE PURCHASER, TO THE INTENT that the burden of this covenant shall run with and bind the lands hereby conveyed and every part thereof AND TO THE INTENT that the benefit thereof may be annexed to and devolve with each and every lot included in the said building estate except the said lands) HEREBY COVENANTS WITH THE VENDOR and (as separate covenants) with each and every other person claiming under the Vendor as Purchaser of any part or parts of the said building estate TO OBSERVE AND PERFORM the covenants and stipulations contained in the Schedule hereto save and except such of the said covenants and stipulations as are by these presents specifically excepted PROVIDED that neither the Purchaser nor his successors in title shall be liable for any breach of such covenants and stipulations committed upon any part of the said lands after he or they have parted with all interest in the said lands or any part thereof.

PROVIDED ALWAYS AND THIS INDENTURE FURTHER WITNESSETH that the Vendor so long as it shall remain owner of any lot or lots in the said building estate shall, upon the sale of any such lot or lots, have power and shall be at liberty to sell the same free from any stipulations and covenants as are contained herein or in the Schedule hereto or subject to such other covenants and stipulations as to the Vendor shall seem fit.

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.

SCHEDULE

THE PURCHASER COVENANTS that he will not:-

1. Erect or cause to be erected on the said lands any building save one (1) single-family dwelling plus a boat house.

(i) the net value (excluding the value of the land and boat house) shall be at least \$5,000.00. The Vendor reserves the right to refer the question of cost of improvements for the opinion of a member of the Canadian Institute of Quantity Surveyors whose decision shall be binding and final, and

(ii) of which the floor area (excluding that of the boat house) shall be not less than Seven Hundred and Fifty (750) square feet. Such area shall be measured in relation to the ground floor plan and the area of a second storey shall not be included for the purpose of determining such a minimum area.

2. Use the private dwelling to be erected on the said lands for any purpose other than that of a single-dwelling private house and shall not do or suffer upon the said land or part thereof or in or upon any building to be erected thereon anything which shall be deemed a nuisance to the person or persons for the time being owning or occupying any of the lots contained within the said building estate.

3. Suffer or allow the said lands or the buildings thereon to deteriorate.

4. Carry on or permit to be carried on upon the said lands or in any building erected thereon any trade or business whatsoever.

5. Erect or construct on the said lands any residence, building, fence or other improvement or any addition thereto, or alteration thereof unless and until the proposal to erect such building or fence, or make such improvement, addition or alteration, and proper plans, elevations and specifications thereof (setting forth all materials to be used with details of their qualities and quantities) shall have been first submitted to and approved in writing by the Vendor which shall have the right and power to approve or reject the same. No building shall, without the consent in writing of the Vendor, be erected on the said lands closer to the street or road on which the said lands fronts than thirty feet (30') nor closer to a boundary between the said lands and any other lot in the said subdivision than ten feet (10').

6. Allow water from or in any stream, culvert, ditch, pond or collection of water to be diverted or drained; nor shall any culvert, ditch, stream or waterflow be interfered with or changed without the written consent of the Vendor.

7. Erect or display any billboards, placards, advertising or signs of any kind on the said lands or any part thereof or on any residence or building or on or in any window or door of any residence or building erected thereon. Provided that the foregoing shall not prevent the display of notices of a reasonable size advertising that the premises are for sale or for rent.

8. Cut down any tree presently growing on the said lands which shall be either more than 15 feet high or 4 inches in diameter of the trunk measured at a height of 3 feet from the ground without the consent in writing of the Vendor. Provided further that the Purchaser shall be entitled, if in his opinion any tree is dangerous to person or property, to sever and remove not more than the top one-third of the height of such tree.

9. Erect any fence more than 3 feet high or plant or permit to grow, any hedge over 3 feet high and will not erect, plant or permit to grow any fence or hedge which is unsightly.

10. Construct or permit to be constructed or used on the said lands any wharf, boathouse, breakwater, groyne or mooring except with the consent in writing of the Vendor first had and obtained.

11. Allow any septic tank, cesspool, sewer or system of drainage to become a nuisance or the source of any offensive smell or a breeding place of mosquitoes or flies.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first above written.

SEALED with the seal of  
PASSAGE ISLAND ESTATES LTD.  
and signed by:

Director

Secretary

SIGNED, SEALED and DELIVERED  
in the presence of:

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

ACKNOWLEDGMENT OF OFFICER OF CORPORATION

Western Note and Certificate Ltd.

I HEREBY CERTIFY that, on the  
at the City of Vancouver

day of

, in the Province of British Columbia,

Phillip Matty

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

, who is) personally known to me,

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

appeared before me and acknowledged to me that he is the President  
Passage Island Estates Ltd.,  
who subscribed his name to the annexed instrument as President  
Passage Island Estates Ltd.  
Passage Island Estates Ltd.

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 day of  
in the year of our Lord

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

A Commissioner for taking Affidavits for British Columbia.

NOTE--Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in parentheses.