

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

**IMAGE OF DOCUMENT REGISTERED AS:**

**062003623**

**ADVISORY**

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## RESTRICTIVE COVENANT

In the matter of the Land Titles Act RSA, 2000, Chapter L-4 and amendments thereto; and in the matter of a Restrictive Covenant made pursuant to Section 48 thereof;

WHEREAS GENSTAR TITLECO LIMITED, a body corporate with an office in the City of Edmonton, in the Province of Alberta (hereinafter sometimes referred to as the "Covenantor" and sometimes as "GENSTAR" as the context of this Restrictive Covenant may require) is the registered owner of those certain lands legally described as set forth in Schedule "A" attached hereto (hereinafter referred to as the "Burdened Lands");

AND WHEREAS the Burdened Lands are located in an area within Strathcona County, developed and identified by GENSTAR as "Lakeland Ridge" and GENSTAR is the owner of the Lands therein and in the vicinity thereof which it holds for future development, and in particular, but without restricting the generality of the foregoing, GENSTAR is the registered owner of the lands legally described as set forth in Schedule "B" hereto (hereinafter referred to as the "Benefited Lands").

AND WHEREAS it is the desire and intention of GENSTAR to impose upon the Burdened Lands beneficial restrictions under a general plan or scheme of improvement for the general benefit of the Benefited Lands and the future owners of the Benefited Lands.

AND WHEREAS for the purposes of aesthetics and consistency, to give a well planned and uniform high standard of appearance, and in order to provide for the Benefited Lands and the Burdened Lands to be developed as a residential subdivision and to maintain the aesthetics of the Burdened Lands and the Benefited Lands it is essential that specific styles of Fence be built and that, if the value of the Benefited Lands and the Burdened Lands is not to be depreciated, Purchasers be prevented from building any other style, type or design of Fence.

NOW THEREFORE the Covenantor hereby for itself, its transferees and assignees and successors in title, declare, covenant and agree as follows:

1. In this agreement, including this paragraph, unless the context otherwise requires:
  - a) "Existing Fence Lines" means those portions of the side or front property lines of the Burdened Lands identified as being Existing Fencing on the sketch attached hereto as Schedule "F".
  - b) "Existing Fencing" means the Existing Fencing, (being Step Down Wood Screen, Wood Screen or Wrought Iron as the case may be) constructed (or to be constructed) by Genstar or others upon the property lines of the Burdened Lands as identified on the sketch attached hereto as Schedule "F".
  - c) "Future Fence Lines" means those portions of the side or rear property lines of the Burdened Lands identified as being Future Fencing on the sketch attached hereto as Schedule "F".
  - d) "Future Fencing" means the Future Fencing, (being Wrought Iron or Wood Screen or Step Down Wood Screen as the case may be) to be constructed upon the property lines of the Burdened Lands as identified on the sketch attached hereto as Schedule "F".
  - e) "Purchaser" or "Purchasers" means any person or body corporate who acquires the Burdened Lands or any lot within the Benefited Lands from GENSTAR and any successor in title to such person.
  - f) "Step Down Wood Screen Fence" means the Step Down Wood Screen Fence to be constructed in accordance with the specifications attached hereto a Schedule "D" and to be erected upon the Burdened Lands.
  - g) "Wood Screen Fence" means the Wood Screen Fence to be constructed substantially in accordance with the specifications attached hereto as Schedule "C" and to be erected upon the Burdened Lands.

h) "Wrought Iron Fence" means the wrought iron fence, masonry columns and logo identification signs to be constructed substantially in accordance with the specifications attached hereto as **Schedule "E"** and to be erected on the Burdened Lands.

2. The Burdened Lands shall not be transferred, conveyed, hypothecated or encumbered, leased, rented, used, occupied or improved excepting subject only to the following limitations, restrictions, conditions and covenants, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of the Burdened Lands and Benefited Lands and are established and agreed upon for the purposes of enhancing and protecting the value, desirability and attractiveness of both the Burdened Lands and the Benefited Lands and every part thereof. All of the limitations, restrictions, conditions and covenants shall run with the Burdened Lands and shall be binding on all parties having or acquiring any right, title or interest in the Burdened Lands or any part thereof, and to the further intent that the benefit thereof may be annexed to and run with the Benefited Lands and any part thereof.

3. A Purchaser shall not construct future fencing on the Burdened Lands unless it is of the type designated for the lands as shown on **Schedule "F"** and is constructed substantially in accordance with the specifications attached hereto as **Schedule "C"**, **"D"** or **"E"**, as the case may require, and provided further that such fencing is constructed in accordance with regulations governing the construction of fences established from time to time by Strathcona County.

4. No Purchaser shall by act or omission cause or allow the Future Fencing, once constructed, to be disturbed, damaged, removed, interfered with, changed or tampered with in any manner whatsoever, nor shall any Purchaser allow the Future Fencing to fall into a state of disrepair. The Purchaser will be responsible for all costs for building, maintaining, repairing or replacing the Future Fencing.

5. No Purchaser shall by act or omission cause or allow the Existing Fencing, once constructed, to be disturbed, damaged, removed, interfered with, changed or tampered with in any manner whatsoever, nor shall any Purchaser allow the Existing Fencing to fall into a state of disrepair. For greater clarity it is agreed that this restriction applies to all parts and portions of the Existing Fencing, including, but not limited to, the sides facing public land and those portions which may encroach onto public lands. The Purchaser will be responsible for all costs for maintaining, repairing or replacing the Existing Fencing in the same style, type, design and location in which it was originally constructed.

6. The restrictions described in this restrictive covenant shall bind the Burdened Lands from the date hereof until January 1, 2030.

7. The restrictive covenants set out herein are enforceable jointly and severally by GENSTAR and the registered owner or registered owners from time to time of the Benefited Lands and any waiver by any registered owner of any portion of the Benefited Lands of the strict performance of the covenants set out herein shall not of itself constitute a waiver or abrogate the covenants set out herein.

8. The rights, privileges, covenants and obligations herein contained shall extend to, shall be binding upon and shall enure to the benefit of the parties hereto and every purchaser or transferee or subsequent registered owner of the Burdened Lands or the Benefited Lands as the case may be and their respective successors and assigns.

9. Any provision of this agreement made void or rendered invalid by any law in force in the Province of Alberta or adjudged not to be a covenant running with the Burdened Lands shall not invalidate or render unenforceable the remaining provisions of this agreement.

10. No action shall lie as against the Covenantor for damages for the breach of any one or more of the covenants contained in this agreement unless such party remains the registered owner of the Burdened Lands and is proven by a court of competent jurisdiction to be in breach of this agreement. This covenant shall constitute an absolute defense to any such action and may be pleaded as such.

11. GENSTAR shall be entitled to enforce the provisions of this Restrictive Covenant in its complete and absolute discretion and may, without reasons, determine not to enforce any or all of the covenants herein contained without liability whatsoever. In particular, without limiting the generality of the foregoing, GENSTAR may waive, alter or modify these restrictions in respect to any portion of the Burdened Lands without notice to the owner of any other portion of the Benefited Lands as long as GENSTAR retains ownership of any portion of the Benefited Lands and provided that such waiver, alteration or modification does not reasonably offend the spirit and intent of this Restrictive Covenant.

IN WITNESS WHEREOF GENSTAR TITLECO LIMITED, has hereunto affixed its corporate seal, duly attested by its properly authorized officers, this 12<sup>th</sup> day of December, 2005.

GENSTAR TITLECO LIMITED

Per [Signature]

Per [Signature]

(Seal)

Seal

SCHEDULE "A" ✓

TO THE RESTRICTIVE COVENANT

Burdened Lands

PLAN 0524808,

✓ BLOCK 67,  
LOTS 1 TO 21 INCLUSIVE;

✓ BLOCK 82,  
LOTS 1 TO 5 INCLUSIVE; AND

BLOCK 83  
✓ LOTS 1 TO 29 INCLUSIVE

EXCEPTING THEREOUT ALL MINES AND MINERALS

SCHEDULE "B"  
TO THE RESTRICTIVE COVENANT

Benefitted Lands

PLAN 0524808,

BLOCK 67,  
LOTS 1 TO 21 INCLUSIVE;

BLOCK 82,  
LOTS 1 TO 5 INCLUSIVE; AND

BLOCK 83  
LOTS 1 TO 29 INCLUSIVE

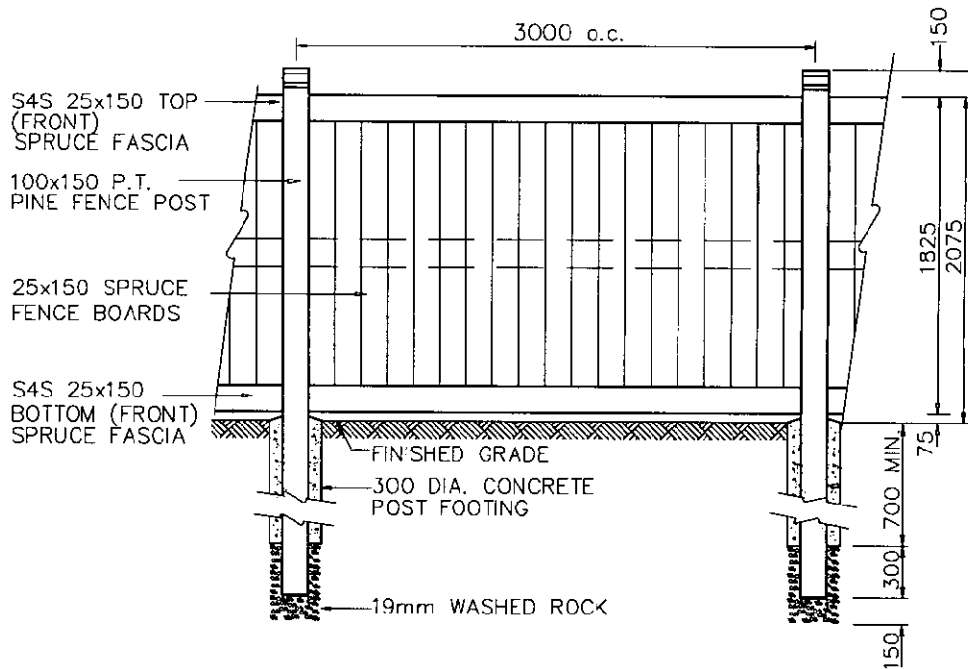
EXCEPTING THEREOUT ALL MINES AND MINERALS

DATE: September 23, 2005

Saved by: jpeterson

FILE NAME: 06A079.dwg

UMA FILE NUMBER: 0699-734-25-07



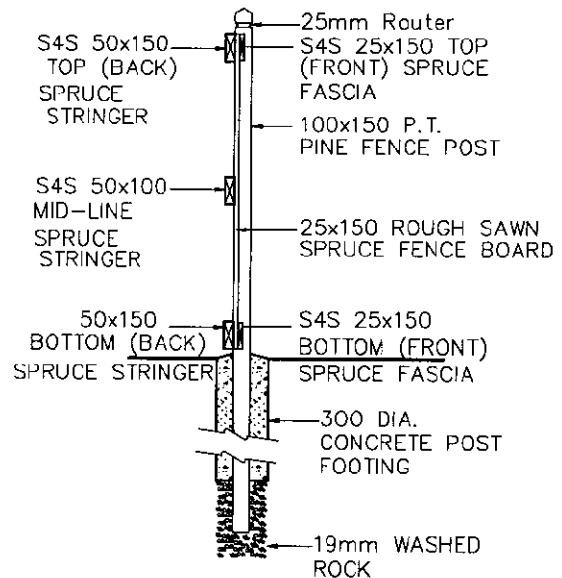
**WOOD SCREEN FENCE NOTES:**

1. WORK SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:
  - CONCRETE - CSA CAN3-A23.1-M77
2. MATERIAL SHALL MEET THE FOLLOWING SPECIFICATIONS:
  - CEMENT - TYPE 50, SULPHATE RESISTANT CSA CAN3-A5-M77, PORTLAND CEMENT
  - CONCRETE - 28 DAY STRENGTH  $f_c=25MPa$
  - 28mm MAXIMUM AGGREGATE
  - 50 - 80mm SLUMP
  - MAXIMUM W/C RATIO = 0.5
  - 5 - 7% AIR ENTRAINMENT
3. CONTRACTOR SHALL INVESTIGATE THE EXCAVATED SUB-SOIL MATERIAL FOR "SOFT SPOTS" (FOR INSTANCE FILL AREAS OF PREVIOUSLY INSTALLED TRENCHES ETC.)
4. MAXIMUM MISALIGNMENT OF PILES SHALL NOT EXCEED 50mm.
5. ALL FENCE POSTS AND STRINGERS ARE TO BE PRESSURE TREATED LUMBER.
6. FENCE POSTS AND STRINGERS TO BE PRESTAINED OR MECHANICAL ROLLED WITH TWO COATS OF CLOVERDALE SOLID FOREST GREEN STAIN TO MANUFACTURERS SPECIFICATIONS.
7. ALL FENCE BOARDS TO BE PRESTAINED OR MECHANICAL ROLLED WITH CLOVERDALE SOLID FOREST GREEN STAIN TO MANUFACTURERS SPECIFICATIONS.
8. ALL FASTENINGS TO BE GALVANIZED MINIMUM FOUR (4) NAILS PER STRINGER TO POST/PICKETS, THREE (3) NAILS PER TOP AND BOTTOM STRINGER AND TWO (2) NAILS PER MIDLINE STRINGER.
9. FENCE TO BE SET 150mm INSIDE PRIVATE PROPERTY OR ON A COMMON LOT SIDE PROPERTY LINE.

NOTE: DIMENSIONS ARE IN MILLIMETRES



TYPICAL POST CAP

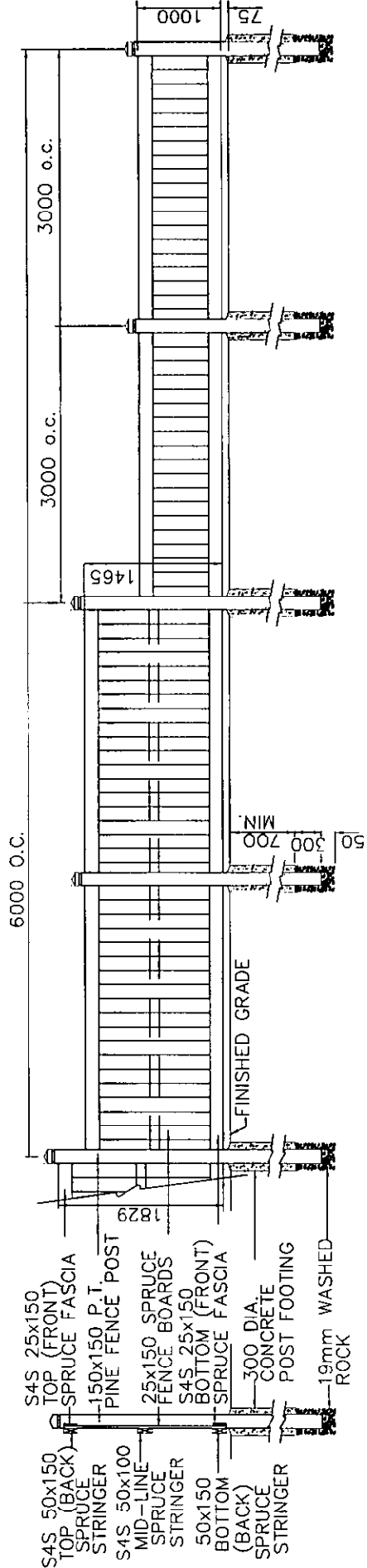
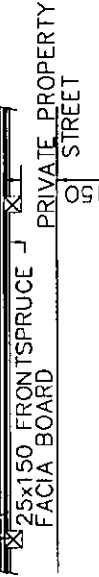


**Genstar Development Company**  
**LAKELAND RIDGE STAGE 7B3**  
**Strathcona County**

**WOOD SCREEN FENCE**  
**CONSTRUCTION SPECIFICATIONS**

**Schedule C**

25x150X1829 ROUGH SAWN SPRUCE FENCE BOARDS  
 150x150 TREATED FENCE POST  
 50X150X3000 LONG S4S SPRUCE STRINGER TOTAL 3 PER SECTION. SECURE TO EACH POST WITH A MIN. OF 3 NAILS PER POST PER STRINGER.  
 ENSURE FENCE PICKETS ARE SECURELY FASTENED TO EACH STRINGER.



**WOOD SCREEN FENCE NOTES:**

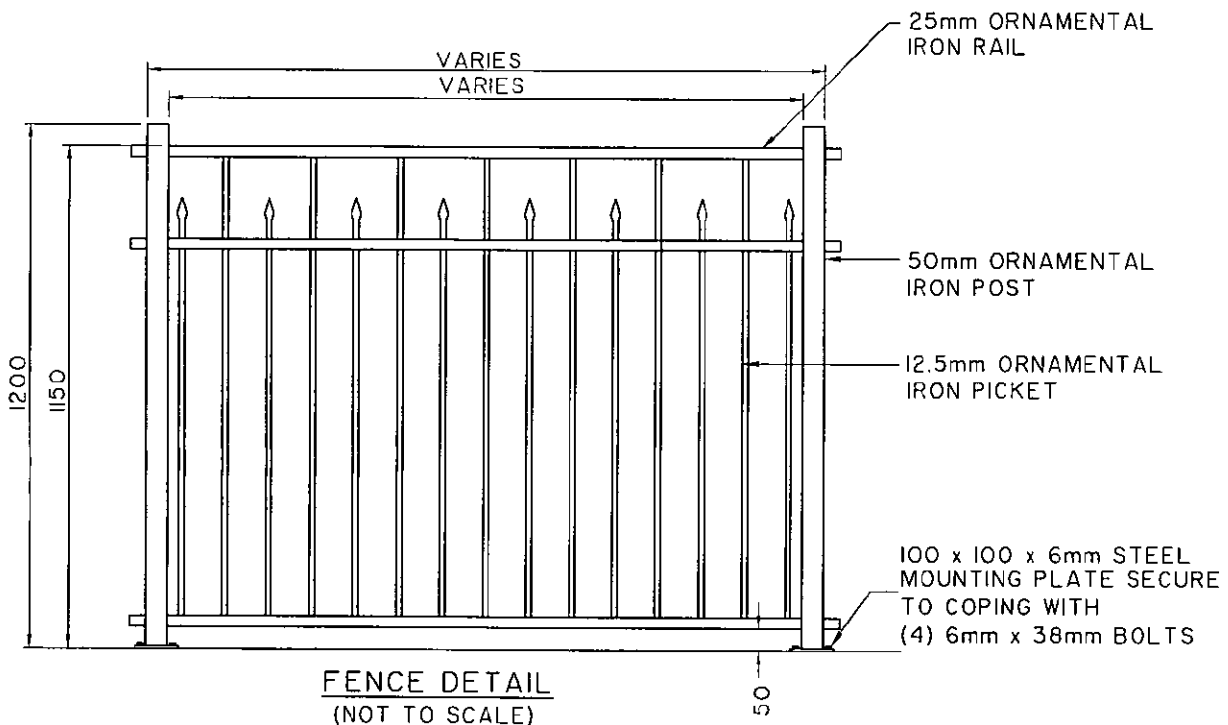
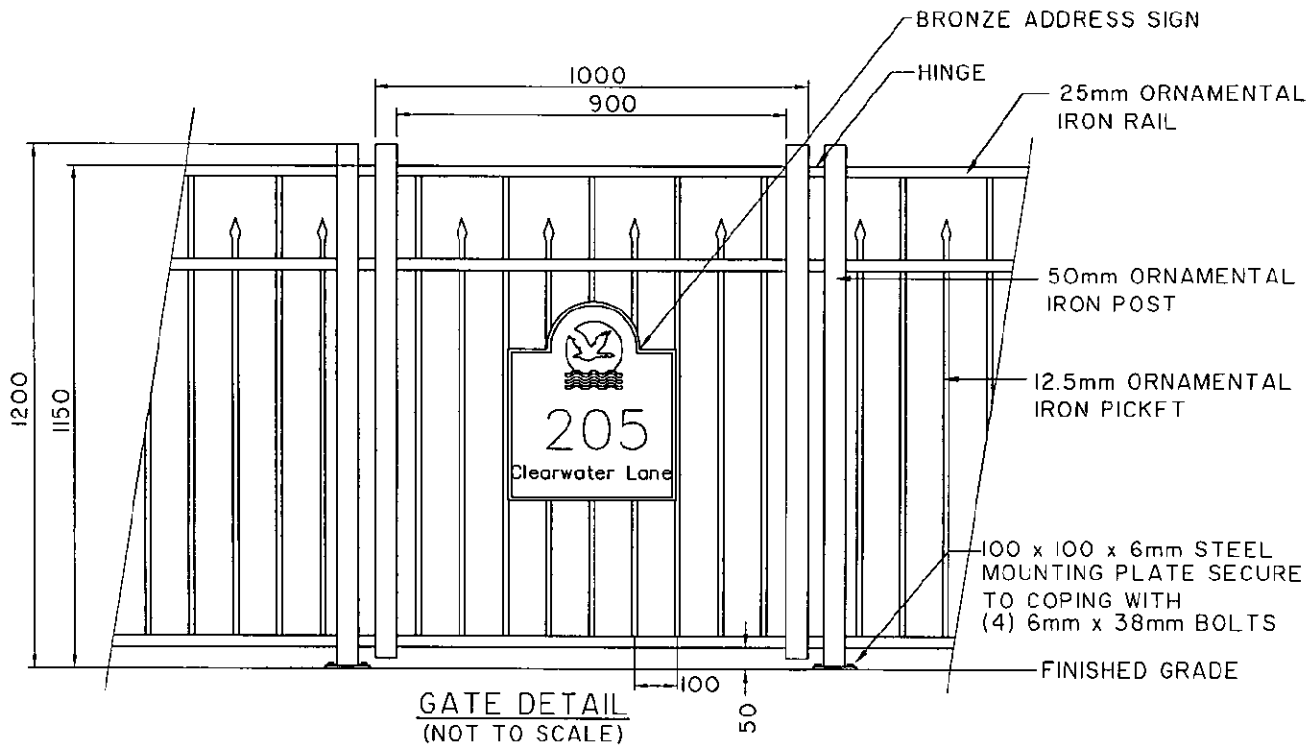
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  - CSA CAN3-A5-M77, PORTLAND CEMENT
  - CONCRETE - 28 DAY STRENGTH  $f_c=25MPa$
  - 28mm MAXIMUM AGGREGATE
  - 50 - 80mm SLUMP
  - MAXIMUM W/C RATIO = 0.5
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6. FENCE POSTS AND STRINGERS TO BE PRESTAINED OR MECHANICAL ROLLED WITH TWO COATS OF CLOVERDALE SOLID FOREST GREEN STAIN TO MANUFACTURERS SPECIFICATIONS.
  7. ALL FENCE BOARDS TO BE PRESTAINED OR MECHANICAL ROLLED WITH CLOVERDALE SOLID FOREST GREEN STAIN TO MANUFACTURERS SPECIFICATIONS.
  8. ALL FASTENINGS TO BE GALVANIZED MINIMUM FOUR (4) NAILS PER STRINGER TO POST/PICKETS, THREE (3) NAILS PER TOP AND BOTTOM STRINGER AND TWO (2) NAILS PER MIDLINE STRINGER.
  9. FENCE TO BE SET 150mm INSIDE PRIVATE PROPERTY.
- NOTE: DIMENSIONS ARE IN MILLIMETRES

**Genstar Development Company**  
 LAKELAND RIDGE STAGE 7B3  
 Strathcona County

**STEP DOWN WOOD SCREEN FENCE  
 CONSTRUCTION DETAILS**

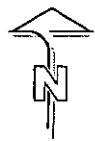
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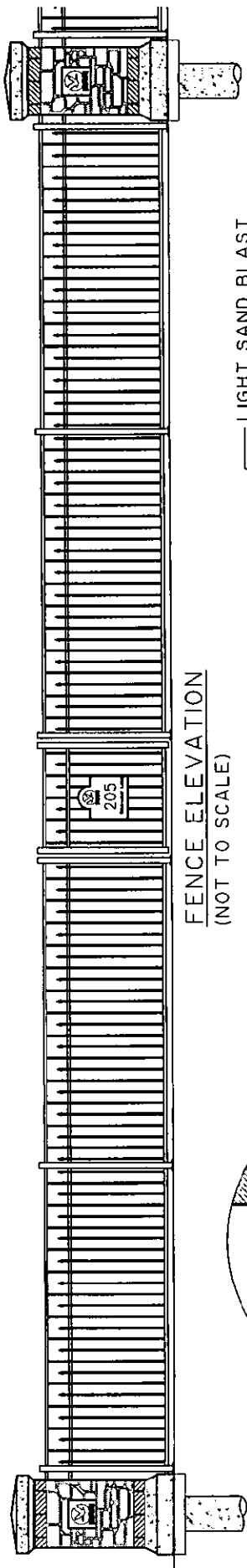


**NOTES:**  
 ALL ORNAMENTAL IRON TO BE POWDER COATED  
 (HAMMERED BLACK COLOUR)  
 FENCE MANUFACTURER:  
 MEDALLION INDUSTRIES  
 SUPPLIER:  
 CASCADE DISTRIBUTION  
 Phone No. 454-2400

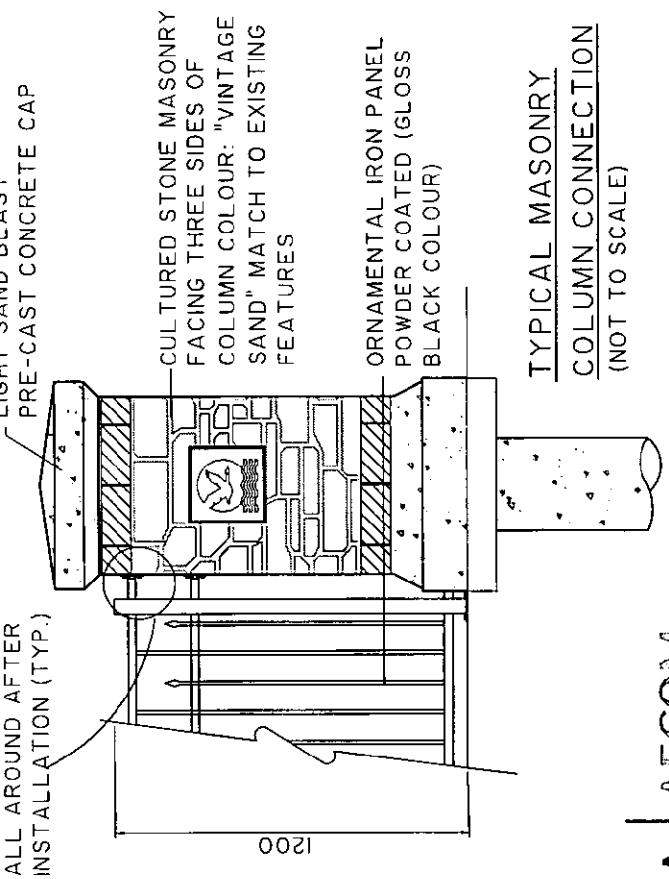
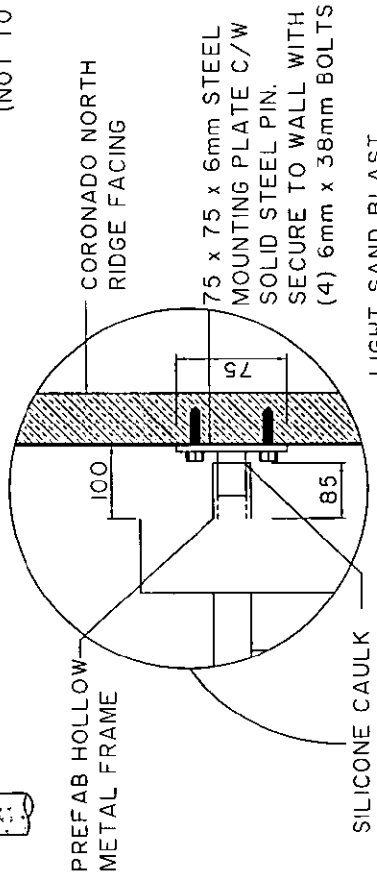
**Genstar Development Company**  
**LAKELAND RIDGE STAGE 7B3**  
 Strathcona County

**WROUGHT IRON FENCE**  
**CONSTRUCTION SPECIFICATIONS**

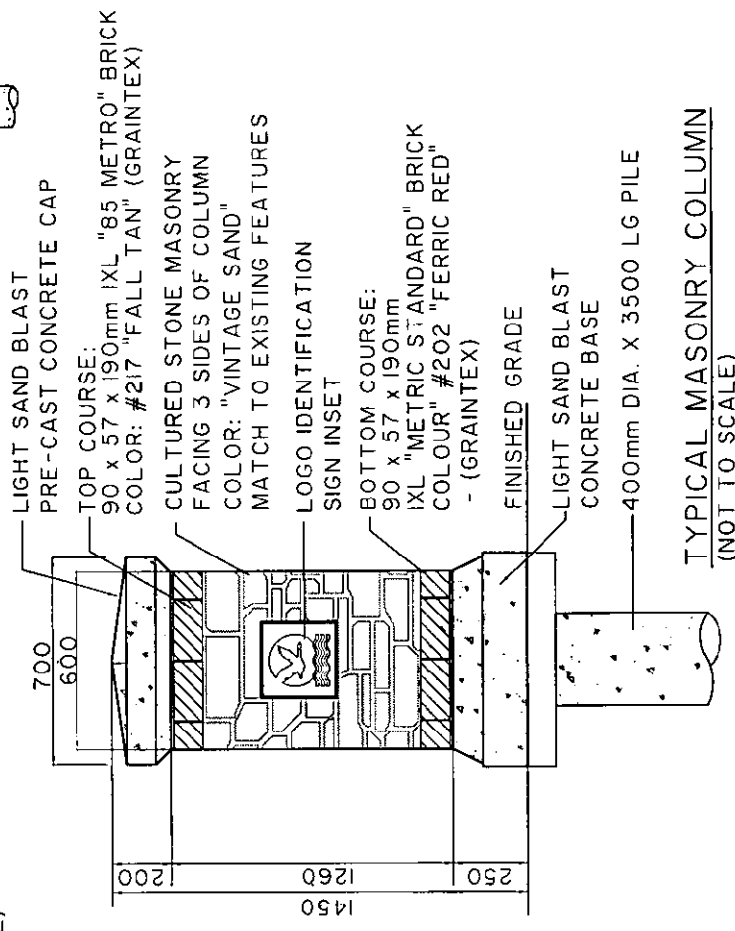




FENCE ELEVATION  
(NOT TO SCALE)



TYPICAL MASONRY COLUMN CONNECTION  
(NOT TO SCALE)

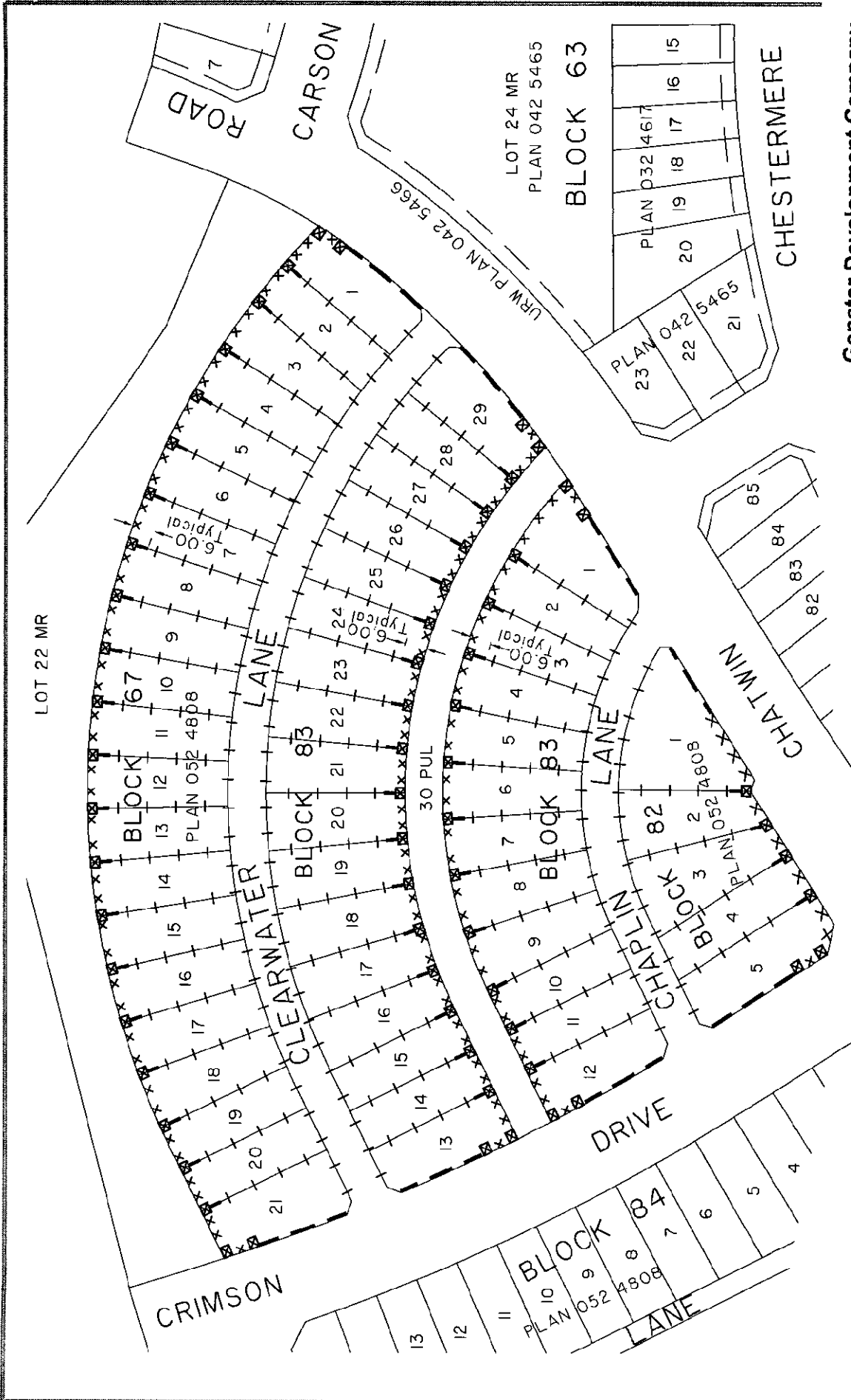


TYPICAL MASONRY COLUMN  
(NOT TO SCALE)

**Genstar Development Company**  
LAKELAND RIDGE STAGE 7B3  
Strathcona County

**WROUGHT IRON FENCE**  
**CONSTRUCTION SPECIFICATIONS**

**Schedule E - page 2 of 2**



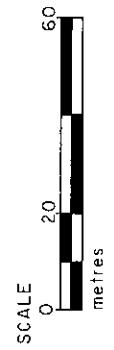
**Genstar Development Company**  
**LAKELAND RIDGE STAGE 7B3**  
 Strathcona County

**FENCING LOCATION PLAN**

**Schedule F**

**LEGEND**

- X X X Existing Fencing - Wrought Iron
- Existing Fencing - Masonry Column
- Existing Fencing - Step Down Wood Screen
- Future Fencing - Wrought Iron
- Future Fencing - Wrought Iron or Wood Screen or Step Down Wood Screen



**UMA | AECOM**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2005

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GENSTAR TITLE CO LIMITED

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RESTRICTIVE COVENANT  
FENCING

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062003623 REGISTERED 2006 01 04  
RESC - RESTRICTIVE COVENANT  
DOC 1 OF 1 DR#: 1890364 ADR/AMUSTARD  
LINC/S: 0031259864 +



UMA File 0699-734-25-07 / 6-66.1.05  
Lakeland Ridge Stage 7B3